

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. N40080-15-R-0155-0018	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 31-Mar-2016	PAGE OF PAGES 1 OF 55
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. N4008016C0156A00040	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY CODE N40080 NAVAL FACILITIES ENG COMMAND WASHINGTON 1314 HARWOOD ST SE, BLDG 212 WASHINGTON NAVY YARD DC 20374 TEL: FAX:	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 20px;">See Item 7</div> TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME (b) (6)	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> (b) (6)
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

P621 ACADEMIC BUILDING FOR CYBER SECURITY STUDIES BUILDING, UNITED STATES NAVAL ACADEMY (USNA), ANNAPOLIS, MARYLAND

Competition Requirements: Full and Open Competition

Source Selection Process: Best Value Source Selection (BVSS) Trade-Off Process Using Two Phase Design-Build Procedures

Type of Contract: Firm Fixed Price

The Design Build Budget Amount is (b) (4), inclusive of Options 1 & 2, and exclusive of Options 3-5.

The drawings and specifications for this project will not be available for Phase I. The drawings and specifications will be available for Phase II.

All inquiries must be submitted no later than 10 calendar days prior to the proposal due date. Inquires shall be submitted in writing via email to: (b) (6) at email (b) (6) and (b) (6) at (b) (6)

All amendments, drawings, specifications will be posted to Navy Electronic Commerce Online (NECO) website: <https://www.neco.navy.mil> and Federal Business Opportunities (FBO) website: <https://www.fbo.gov> and potential offerors will not be contacted regarding any changes posted.

11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>1255</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>	
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 15
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*
TURNER CONSTRUCTION COMPANY
375 HUDSON ST FL 6
NEW YORK NY 10014-7462

15. TELEPHONE NO. *(Include area code)*
(202) 789-0770

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE
7N326

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT

(b) (4)

23. ACCOUNTING AND APPROPRIATION DATA

See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)

☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY
PUBLIC WORKS DEPARTMENT
US NAVAL ACADEMY/FEAD
181 WA NWRIGHT RD
ANNAPOLIS MD 21402

CODE N40080

27. PAYMENT WILL BE MADE BY: CODE N68732

DEFENSE FINANCE AND ACCOUNTING SERVICE
ATTN: ACCOUNTS PAYABLE
CODE JAQAAA, ROOM 1441
1240 E. 9TH ST.
CLEVELAND OH 44199-2055

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

30B. SIGNATURE

30C. DATE

☐ 29. AWARD *(Contractor is not required to sign this document)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

31A. NAME OF CONTRACTING OFFICER *(Type or print)*
(b) (6) / CONTRACTING OFFICER

TEL: (b) (6) EMAIL: (b) (6)

31B. UNITED STATES OF AMERICA
BY (b) (6)

31C. AWARD DATE
31-Mar-2016

Section SF 30 - BLOCK 14 CONTINUATION PAGE

PC3 ELEVATION CHANGESSUMMARY OF CHANGES

The Government and contractor attempted to negotiate this proposed change on May 16, 2017, Jan 16, 2018, and March 5, 2018. However a mutual agreement could not be reached for all aspects of the proposed change and therefore the Government is executing the following definitized unilateral contract action:

The following cost elements were agreed to during negotiations:

- a. Labor
- b. Material

PC 3- Elevation changes: Contractor to provide all labor, material, equipment and supervision necessary to revise floor elevation on Nimitz side of Ground Floor to match actual surveyed elevation of Nimitz Building at 7.37'+/-, and revise floor elevation on Rickover side of Ground Floor to 5.37'+/-."

Based on the proposal provided by the contractor, the independent Government Estimate, and Government's best attempt to negotiate the Government considers (b) (4) a fair and reasonable value for the work associated with the change.

The contractor could not provide an adequate schedule demonstrating to the Government that the time associated with this work had any effect on overall schedule or critical path of this project. Therefore the Government cannot consider any additional contract time with this proposed change.

Contract completion date remains unchanged.

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4).
CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).
The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTSAccounting and Appropriation Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000103: AA: 1751205 2551 320 05205 0 068732 2A 6C0156 AA00C0095000 (CIN 00000000000000000000000000000000) was increased by (b) (4) from (b) (4) to (b) (4).
(End of Summary of Changes)

PC 53 CANOPY CREDIT

PC# 00053 (PCO 036) Delete Canopy at Rickover Building and Foundation associated with canopy

Reason: CREQ

The purpose of this modification is to incorporate PC#00053 Delete Canopy at Rickover Building and Foundation associated with canopy in the contract.

The Government and Contractor negotiated this proposed change #53/PCO 036 on October 15, 2018.. The following elements were agreed to during negotiations:

- a. Labor
- b. Materials

c. Profit

As a result of the above change, total contract price adjustment is (\$30,751.18) DEDUCT.

Contract Completion Date remains unchanged.

Contractor's Release Statement

Acceptance of this modification by the Contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work as herein revised.

PC 20 PCO 156 - BULLETIN 4

PC Bulletin 4 IT/Voice Data Credits

REASON CODE: CREQ

The purpose of this modification is to incorporate PC 20 (PCO 156) - NAVFAC Bulletin 4 IT/Voice Data Credits in the contract.

The Government and Contractor negotiated this proposed change on October 18, 2018. A credit of (b) (4) was agreed by both parties. However, the Government and Contractor did not agree on time associated with this proposed change.

As a result of the above change, total contract price adjustment is DEDUCT (b) (4).

Contract Completion Date remains unchanged.

PC 30 AND PC 67

PC 30 (PCO 274, COR 036) Bulletin 16

REASON CODE: CREQ

The purpose of this modification is to incorporate all changes as negotiated and agreed to on January 3, 2019 and reflected in Bulletin 16.

Mutual agreement was made on all cost elements. A mutual agreement was not made on time impacts associated with this change.

PC 30 TOTAL: (b) (4)

PC67 (PCO 381, COR 061) Add three additional telescope rings.

REASON CODE: DESIGN

The purpose of this modification is to incorporate all changes as negotiated and agreed to on December 12, 2018 and as reflected in this proposed change.

PC 67 TOTAL: (b) (4)

TOTAL MODIFICATION: (b) (4)

The contract completion date remains the same.

The Government's position remains that additional time is not necessary for both proposed changes.

PC 66 DESCOPE PROGRESSIVE COLL

N4008016C0156 P621 Academic Building for Cyber Security Studies Building, USNA

A00025 (PCO#003, COR #001) Credit to Eliminate Internal Progressive Collapse
REASON CODE: SCOPE

The purpose of this modification is to descope the requirement for internal progressive collapse. The Government and contractor attempted to negotiate this proposed change on April 19, 2017 and June 19, 2018. However, a mutual agreement could not be reached for this proposed change and therefore the Government is executing a definitized unilateral contract action. Based on the Independent Government Estimate, and Government's best attempt to negotiate the Government considers a credit of (b) (4) a fair and reasonable value for the reduction in scope associated with the change.

The contract completion date remains unchanged.

PC 72 CORRECT CONTRACT VALUE

N4008016C0156 P621 Academic Building for Cyber Security Studies Building, USNA

PC 72 Correct contract value in SPS

REASON CODE: ADMIN

The purpose of this modification is to:

- 1) Correct the amount for ACRN AA due to A15 and A21
- 2) Correct the total funded amount
- 3) Correct the total cost of this contract
- 4) Correct the unit price amount for CLIN 0001 and the total cost of this line item- CLIN 0001

1)Correct the amount for ACRN AA

A00015

A modification (A00015) was completed on 9/20/18 and it reflected an increase of (b) (4) in the total funded amount for this modification and the total amount on ACRN AA in our contract system (SPS). The amount obligated in our financial database (FIS) is (b) (4) for A00015.

A00021

A modification was completed on 11/21/18 to correct the value of A00015 which increased the total amount funded (b) (4) to correct the value for the funded amount for this modification and total amount for ACRN AA in our contract system (SPS). The amount obligated in our financial database (FIS) is (b) (4) obligated for A00021.

Summary

(b) (4) was increased twice in SPS in the modification.. The amount of ACRN AA obligated is incorrect. This modification deducts (b) (4) from ACRN AA. Below is a table that reflects the changes for each modification and this modification.

Mod	Amount increased in our contract system (SPS)	Amount obligated per financial database (FIS)
A00015	(b) (4)	(b) (4)
A00021	(b) (4)	(b) (4)
TOTAL AMOUNT	(b) (4)	(b) (4)

A00026	(b) (4)	(b) (4)
TOTAL AMOUNT	(b) (4)	(b) (4)

The correct obligated amount for ACRN AA is (b) (4). See table below for summary.

SUBCLIN per CONTRACT (SPS)	ACRN	CORRECT VALUE in SPS for each SUBCLIN	CORRECT AMOUNT in FIS
000103	AA	(b) (4) (all mods increasing ACRN AA except for A00006)	(see total below)
000105	AA	(b) (4) (A00006)	(see total below)
TOTAL	AA	(b) (4)	(b) (4) (TOTAL AMT FOR ACRN AA)

2) Corrects total funded amount

The correct total funded amount for this contract will be \$106,585,544.27 in SPS and FIS systems. The table below summarizes the funding obligated.

CLIN	SLIN	SUBCLIN	ACRN	AMOUNT OBLIGATED
0001	03	000103	AA	(b) (4)
0001	04	000104	AB	(b) (4)
0001	05	000105	AA	(b) (4)
0001	06	000106	AC	(b) (4)
				(b) (4)

3) Corrects the total cost of this contract

The total cost of this contract is not correct because the funding for CLIN 0002 (Option- 5th floor) and CLIN 0003 (Option-Glazing) is counted twice in the total cost contract.

Both options were exercised on March 31, 2016. The cost of (b) (4) for Option CLIN 0002- 5th floor is included in the funding for the basic contract under CLIN 0001. The cost of (b) (4) for Option CLIN 0003- Glazing is funded under CLIN 0001. Since CLIN 0003 and CLIN 0004 reflect exercised option in the system, the costs on these CLINs are included in the total cost again. This modification will change these CLINs to option so they are not counted twice in the total cost. The total cost of this contract is corrected to (b) (4).

4) Corrects unit price amount for CLIN 0001 and the total cost of this line item- CLIN 0001

CLIN 0001- The total cost for the CLIN was not adjusting correctly when modifications were completed in the systems on the previous modifications. The total cost of this line item should reflect the funds obligated. The unit price amount should reflect the funds obligated. The unit price amount for CLIN 0001 and the total cost of this line item- CLIN 0001 is corrected to reflect (b) (4).

PC- 44,69,75,23, 25, 26, 54

PC 44 Emergency generator provided by project is UFC compliant 4-pole grounded, however ATS in Rickover is UFC non-compliant 3-pole grounded. In order to make the systems compatible, the ATS in Rickover has to be converted to 4-pole. (PCO#426)

REASON CODE: UNFO (FUNDING: ACRN AA)

The purpose of this modification is to incorporate all changes as negotiated and agreed to on March 6, 2019 and reflected in this proposed change. Mutual agreement was made on all cost elements and time. The contract completion date remains the same.

Total for PC 44: (b) (4)

PC 69 (known as PC43 previously) COFD- MDE Appropriations and Use Permit (PCO#052)

REASON CODE: CLAIM (FUNDING: ACRN AA)

The purpose of this modification is to incorporate all changes as negotiated and agreed to on December 6, 2018 and reflected in this proposed change.

Mutual agreement was made on all cost elements. A mutual agreement was not made on time impacts associated with this change.

Total for PC 69: (b) (4)

PC 75 Daylight Spectrum: Revisions Classrooms and Labs (PCO#019)

REASON CODE: DESIGN (FUNDING: ACRN AA)

The purpose of this modification is to incorporate all changes as discussed on the scope meeting on August 22, 2018 and confirmed via RFI# 133.1 and negotiated on March 6, 2019.

Mutual agreement was made on all cost elements. A mutual agreement was not made on time impacts associated with this change.

Total for PC 75: (b) (4)

TOTAL FOR ACRN AA: (b) (4)

PC 23 Bulletin 9 Sand Boxes (PCO #181)

REASON CODE: CREQ (FUNDING: ACRN AC)

The purpose of this modification is to incorporate all changes as negotiated and agreed to December 11, 2018 and March 15, 2019 and as reflected in Bulletin 9.

Mutual agreement was made on all cost elements. A mutual agreement was not made on time impacts associated with this change.

Total for PC 23: (b) (4)

PC 25 Bulletin 11 Millwork (PCO #237)

REASON CODE: CREQ (FUNDING: ACRN AC)

The purpose of this modification is to incorporate all changes as negotiated and agreed to on December 11, 2018 and March 15, 2019 and as reflected in Bulletin 11.

Mutual agreement was made on all cost elements. A mutual agreement was not made on time impacts associated with this change.

Total for PC 25: (b) (4)

PC 26 Bulletin 12 Catering Kitchen (PCO# 170)

REASON CODE: DESIGN (FUNDING: ACRN AC)

The purpose of this modification is to incorporate all changes as negotiated and agreed to on February 5, 2019 and March 15, 2019 and as reflected in Bulletin 12. No Kitchen equipment was included in this proposal.

Mutual agreement was made on all cost elements. A mutual agreement was not made on time impacts associated with this change.

Total for PC 26: (b) (4)

PC 54 Daylight Spectrum SURF Pool (PCO #401)

REASON CODE: CREQ (FUNDING: ACRN AC)

The purpose of this modification is to incorporate all changes as discussed during the scope meeting on August 22, 2018 and confirmed via RFI# 133.1 and as negotiated on March 6, 2019.

Mutual agreement was made on all cost elements. A mutual agreement was not made on time impacts associated with this change.

Total for PC 54: (b) (4)

TOTAL FOR ACRN AC: (b) (4)

TOTAL AMOUNT FOR MODIFICATION: (b) (4)

The contract completion date remains the same.

PC6 VERT PC8 STORM PC24 BULL10

The purpose of this modification no. A00028 is to incorporate the following changes to contract no. N40080-16-C-0156:

PC 06 Verticality

REASON CODE: DSGN (FUNDING: ACRN AA)

This purpose of this modification is to incorporate all changes as negotiated and agreed to March 7, 2019. Mutual agreement was made on all cost elements.

As a result of this change, the contract completion date remains April 10, 2020.

Total for PC 06: (b) (4)

PC 08 Stormline Revision

REASON CODE: DSGN (FUNDING: ACRN AA)

The Government and contractor attempted to negotiate this proposed change on March 13, 2019.

Absent a mutual agreement on all costs elements and time impacts, the Government is executing a definitized unilateral contract action. Based on the Independent Government Estimate and the Government's best attempt to negotiate, the Government considers a value of (b) (4) fair and reasonable as equitable adjustment for the change of the storm line tie in from MH - 16 to a tie in further down Holloway Road.

As a result of this change, the contract completion date remains April 10, 2020.

Total for PC 08: (b) (4)

TOTAL for ACRN AA: (b) (4)

PC 24 Bulletin 10 FF&E

REASON CODE: CREQ (FUNDING: ACRN AC)

The purpose of this modification is to incorporate all changes as negotiated and agreed to March 15, 2019 and reflected in this Bulletin 10.

Mutual agreement was made on all cost elements.

As a result of this change, the contract completion date remains April 10, 2020.

Total for PC 24: (b) (4)

TOTAL for AC: (b) (4)

TOTAL AMOUNT FOR MODIFICATION: (b) (4)

PC 70 - NIMITZ STAIRS REVISION

The purpose of this modification no. A00029 is to incorporate the following changes to contract no. N40080-16-C-0156:

PC 70 – Nimitz Stairs Revisions**REASON CODE: CREQ (FUNDING: ACRN AC)**

The Government and contractor attempted to negotiate the scope of the proposed change on March 5, 2019. Absent a mutual agreement on all costs elements and time impacts, the Government is executing a definitized unilateral contract action. Based on the Independent Government Estimate and the Government's best attempt to negotiate, the Government considers a value of \$93,049.54 fair and reasonable as equitable adjustment for the Nimitz Stairs Revisions.

As a result of this change, the contract completion date remains April 10, 2020.

Total for PC 70: (b) (4)

TOTAL for AC: (b) (4)

TOTAL AMOUNT FOR MODIFICATION: (b) (4)

PCS 11, 12, 68, 79, 80, 82-84**PC 11 – Bulletin 3 AV Revisions****TCCO ref. COR 035-R1, PCO 152 and 207****REASON CODE: CREQ (FUNDING ACRN AC)**

This modification incorporates all changes as negotiated and agreed to on April 2, 2019 and April 10, 2019 as reflected in this Bulletin 3.
Mutual agreement was made on all cost elements.

As a result of this change, the contract completion date remains April 10, 2020.

Total for AC: (b) (4)

TOTAL for PC 11: (b) (4)

PC 12 – ATFP Explosive Weight 2 Requirement**TCCO ref. COR 082 and PCO 040****REASON CODE: DSGN (FUNDING ACRN AA)**

This modification incorporates all changes as negotiated and agreed to on April 22, 2019.
Mutual agreement was made on all cost elements.

As a result of this change, the contract completion date remains April 10, 2020.

Total for AA: (b) (4)

TOTAL for PC 12: (b) (4)

PC 68 – Removal of Unforeseen Obstructions at Sanitary, Water, Fire Line Tie-Ins
TCCO ref. PCO 366

REASON CODE: UNFO (FUNDING ACRN AA)

This modification incorporates all changes as negotiated and agreed to on April 11, 2019.
Mutual agreement was made on all cost elements.

As a result of this change, the contract completion date remains April 10, 2020.

Total for AA: (b) (4)
TOTAL for PC 68: (b) (4)

PC 79 – Additional Pedestrian Access
TCCO ref. PCO 075 and COR 003-R2

REASON CODE: DSGN (FUNDING ACRN AA)

This modification incorporates all changes as negotiated and agreed to on April 22, 2019.
Mutual agreement was made on all cost elements.

As a result of this change, the contract completion date remains April 10, 2020.

Total for AA: (b) (4)
TOTAL for PC 79: (b) (4)

PC 80 – Add Floor Drain Telescope Room
TCCO ref. PCOs 019 and 024

REASON CODE: DSGN (FUNDING ACRN AA)

This modification incorporates all changes as negotiated and agreed to on April 30, 2019.
Mutual agreement was made on all cost elements.

As a result of this change, the contract completion date remains April 10, 2020.

Total for AA: (b) (4)
TOTAL for PC 80: (b) (4)

PC 82 – Add RF Shielding at windows and floors surfaces at ECE-Mobile Agents Lab
TCCO ref. PCO 229

REASON CODE: DSGN (FUNDING ACRN AA)

This modification incorporates all changes as negotiated and agreed to on April 30, 2019.
Mutual agreement was made on all cost elements.

As a result of this change, the contract completion date remains April 10, 2020.

Total for AA: (b) (4)
TOTAL for PC 82: (b) (4)

PC 83 – Delete window and wire mesh cafe
TCCO ref. PCO 226

REASON CODE: DSGN (FUNDING ACRN AA)

This modification incorporates all changes as negotiated and agreed to on April 30, 2019.
Mutual agreement was made on all cost elements.

As a result of this change, the contract completion date remains April 10, 2020.

Total for AA: (b) (4)
TOTAL for PC 83: (b) (4)

PC 84 – Charging Station and Fume Hood Addition
TCCO ref. PCO 190 and 203

REASON CODE: DSGN (FUNDING ACRN AA)

This modification incorporates all changes as negotiated and agreed to on April 30, 2019.
Mutual agreement was made on all cost elements.

As a result of this change, the contract completion date remains April 10, 2020.

Total for AA: (b) (4)
TOTAL for PC 84: (b) (4)

TOTAL for AA: (b) (4)
TOTAL for AC: (b) (4)
TOTAL AMOUNT FOR MODIFICATION: (b) (4)

SUMMARY OF CHANGES 1

The purpose of this modification no. A00031 is to incorporate the following changes to contract no. N40080-16-C-0156:

PC 09 & PC 87 - Bulletin 1 Design Directives (TCCO ref. COR 017, 055 and 056)

This modification incorporates all changes as negotiated and agreed to during the Bulletin 1 series of negotiations conducted between March 28, 2019 and May 14, 2019.

Mutual agreement was made on all cost elements on items identified below.

Table 1: MILCON funded items in Bulletin 1 (ACRN AA)

REASON CODE: DESIGN

Part 2	Item	Description	Amount
Part 2	50	Provide lower slope ramps in hallways on Ground Floor in lieu of 1 standard ramp and 1 stair	(b) (4)
Part 2	56	Add Lactation Room - RFI 0023	(b) (4)
Part 2	82	Item 82 - Move coffee bar from 1st Floor to ground floor	(b) (4)
Part 2	192	Item 192 - Remove termite control at substation	(b) (4)
MILCON FUNDING (ACRN AA) TOTAL FOR PC 87			(b) (4)

Mutual agreement was made on all cost elements on items identified below.

Table 2: GIFT funded items in Bulletin 1 (ACRN AC)

REASON CODE: CREQ

Part 2	Item	Description	Amount
Part 2	19	Additional Wet Hanging Area @ SURF pool - RFI 0017	(b) (4)
Part 2	42	Provide Larger Lobby/Reception for 5th Floor Multi-Function Space	(b) (4)
Part 2	43	Provide Five Double Height Lockers and Ninety Backpack Storage Cubbies in lieu of RDS Requirements in the Secure Area	(b) (4)
Part 2	44	Delete folding partitions in Multi-Function Space (RM513) and change glazed partition to a folding partition between conference room 512 and multi-function room	(b) (4)
Part 2	73	Item 73 - Revisions to Trash / Loading Area	(b) (4)
Part 2	77	Item 77 - Eliminate wall and door to Hazmat Storage Room on Ground Floor	(b) (4)
Part 2	99	Item 99 - Additional Doors @ Corridors to Faculty Suites	(b) (4)
Part 2	120	Item 120 - Ground Floor - Change single doors to double doors in ECE Gowning vestibules	(b) (4)
Part 2	128	Item 128 and 129 - Remove OH door and Louver requirement @ ECE Power Studios Lab on 3rd floor, replace with (2) 3'0"x7'0" doors.	(b) (4)
Part 2	167	Item 167 - Revisions to Monorail System - Remove Monorail connection to Rickover Building, remove large monorail doors in NAOE PBL Rooms, extend monorail beyond end of pool	(b) (4)
Part 2	180	Delete ITSD Storage Rm 017 from the building program. Leave space that it is currently shown as an open large path to the freight elevator so that large deliveries can be rolled into the freight elevator easily.	(b) (4)
Part 2	194	Item 194 - Deletion of built-in millwork display cabinets. Reference RFI 0043	(b) (4)
Part 3	20	Decrease/eliminate 1-6" sidelites from offices	(b) (4)
Part 3	114	Multiple space floor moves requiring finish adjustments	(b) (4)
		TOTAL FOR PART 3 BULLETIN 1	(b) (4)
		GIFT FUNDING (ACRN AC) TOTAL FOR PC 9	(b) (4)

Mutual agreement was made on all cost elements on items identified below.

Table 3: No cost items in Bulletin 1

Part 1	Item	Description	Amount
Part 1	21	RFI #36 Revisions to sliding whiteboards in classrooms – change to sliding blackboards in some areas.	\$0.00
Part 1	32	Move Telecom building entry and MDF Room from ground to first floor	\$0.00
Part 1	33	Move SCIF (Secure Area) from Third to Fourth floor	\$0.00
Part 1	49	Provide bottle fillers at water coolers	\$0.00
Part 1	52	Revise size, material of piping/conduit to Severn River for future use	\$0.00
Part 1	70	Critical exhaust for ECE Microfabrication Lab to be on emergency power	\$0.00

Part 1	80	Add (2) 240 V outlets in WSE Capstone 1 and 2 82 DD	\$0.00
Part 1	115	Increase Generator Size to 400 KW	\$0.00
Part 1	156	Remove Requirement for 50% shutdown of outlets in classrooms and offices	\$0.00
Part 1	181	On exterior ramps/sidewalks provide a grooved surface to provide better traction for equipment and personnel moving large items	\$0.00
Part 1	193	Telescope Support Tower. Revised BOD to require a 1.0 arcsecond upperlimit on rotation	\$0.00

Item 6 Move egress to first floor (Part 3) and Item 100 Delete outdoor classroom on first floor terrace, revise furniture area (Part 1) are removed from this proposed change and will be negotiated at a later time. As a result of this change, the contract completion date remains April 10, 2020.

TOTAL for PC 87 (ACRN AA) (b) (4)
TOTAL for PC 9 (ACRN AC) (b) (4)
TOTAL for Bulletin 1 PC 9 & 87: (b) (4)

PC 74 Lenel Security Cable (TCCO reference PCO 472, COR 092)

REASON CODE: DESIGN (ACRN AA)

This modification incorporates all changes as negotiated and agreed to on May 14, 2019. Mutual agreement was made on all cost elements. As a result of this change, the contract completion date remains April 10, 2020.

TOTAL for PC 74 (ACRN AA): (b) (4)

PC 77 Addition 5th floor Terrace (TCCO reference PCO 069, COR 003)

REASON CODE: CREQ (ACRN AC)

This modification incorporates all changes as negotiated and agreed to on April 23, 2019. Mutual agreement was made on all cost elements. As a result of this change, the contract completion date remains April 10, 2020.

TOTAL for PC 77 (ACRN AC): (b) (4)

PC 78 Additional Hard Ceiling (TCCO reference PCO 094, COR 078)

REASON CODE: CREQ (ACRN AC)

This modification incorporates all changes as negotiated and agreed to on May 14, 2019. Mutual agreement was made on all cost elements. As a result of this change, the contract completion date remains April 10, 2020.

TOTAL for PC 78 (ACRN AC): (b) (4)

PC 81 Revised Logistics Plan (TCCO reference PCO 024, COR 087)

REASON CODE: CRIT

This modification incorporates all changes as negotiated and agreed to on May 14, 2019. Mutual agreement was made on all cost elements. As a result of this change, the contract completion date remains April 10, 2020.

TOTAL for PC 81 (ACRN AA): (b) (4)

PC 85 Water to Construction Trailer (TCCO reference PCO 150, COR 086)

REASON CODE: SCOPE

This modification incorporates all changes as negotiated and agreed to on May 14, 2019. Mutual agreement was made on all cost elements. As a result of this change, the contract completion date remains April 10, 2020.

TOTAL for PC 85 (ACRN AA): (b) (4)

TOTAL FOR MOD FOR ACRN AA: (b) (4)

TOTAL FOR MOD FOR ACRN AC: (b) (4)

TOTAL VALUE OF THIS MODIFICATION: (b) (4)

PC 73 - FF&E COLLATERAL EQUIP

REASON CODE: PLAN (FUNDING: ACRN AF)

The purpose of this modification no. A00033 is to execute the planned modification for FF&E Collateral Equip, item no. 0006, of contract no. N40080-16-C-0156.

On July 17, 2019, Turner submitted the contractually required FF&E package for the above referenced project.

In accordance with Part 4, Section E20, E2020 1.1.1, the government is hereby executing this modification authorizing the contractor to procure and install all FF&E in accordance with the July 17, 2019 submission.

In accordance with the contract the applicable Five Percent (5%) Handling and Administrative Rate (HAR) is incorporated into the final price of the CLIN.

E2020 1.1.1 specifies that "the contractor's proposed HAR may not exceed 5% of the total FF&E costs, as noted on the bid schedule. No other charges, expenses, fees, markups, etc. will be authorized."

Absent a mutual agreement on all costs elements and time impacts, the Government is executing a definitized unilateral contract action.

The Government does not consider this modification a changed to the duration of the contract.

The period of performance remains unchanged, and the contract completion date is April 10, 2020.

Total for PC 73: (b) (4)

TOTAL for ACRN/AF: (b) (4)

TOTAL AMOUNT FOR MODIFICATION: (b) (4)

BULLETIN 18 & REDUCE IT CREDIT

PC 32 Bulletin 18 Miscellaneous Design Changes

REASON CODE: CREQ (FUNDING: ACRN AC)

The Government and contractor attempted to negotiate this proposed change on March 12, 2019 and on May 29, 2019. Absent a mutual agreement on all costs elements and time impacts, the Government is executing a definitized unilateral contract action. Based on the Independent Government Estimate and the Government's best attempt to negotiate, the Government considers a value of (b) (4) fair and reasonable as equitable adjustment for the Bulletin 18 Miscellaneous Design Changes.

Total for PC 32: (b) (4)

PC 63 Reduce Power and IT Requirements 5th Floor Multi-Function Room

REASON CODE: CREQ (FUNDING: ACRN AC)

This purpose of this modification is to incorporate all changes as negotiated and agreed to March 12, 2019. Mutual agreement was reached for all cost elements. The negotiations resulted in a credit value of (b) (4). As a result of this change, the contract completion date remains April 10, 2020.

Total for PC 63: (b) (4)

TOTAL for ACRN AC: (b) (4)

TOTAL AMOUNT FOR MODIFICATION: (b) (4)

PC 91 - SECURE AREA LIGHTS

Refer to PC 91, TCCO PCO 430, COR# 072, PCO 573, COR# 100.

Only the following assumptions and clarifications are applicable to this modification:

- Secure area light fixtures and associated wiring that are specifically excluded will be provided by the Government.
- The Contractor is required to install conduit pathways, boxes and pullstrings based on the sketch that was issued with RFI #160.1.
- Painting, drywall, framing and repairs to any finishes are excluded.

All other assumptions and clarifications from the contractor's proposals are expressly not incorporated.

As a result of this modification, the total cost of this contract is increased by (b) (4) from (b) (4) to (b) (4).

The contract completion date remains May 22, 2020.

All other terms and conditions remain unchanged.

PC 93 GIANT VOICE

PC 93 Base Wide Mass Notification System (Giant Voice) requirements per UFC 4-021-01. TCCO PCO 639. Final negotiated amount: (b) (4)

ACRN: AA

The current, locally controlled, building MNS design must be reconfigured to meet this requirement. The proprietary base wide MNS (Giant Voice) supervising station receiving equipment utilizes the Emergency Personnel Alert System (EPAS) manufactured by Federal Signal and requires an Ultra Voice Indoor Controller and associated equipment.

Assumptions and Clarifications to be included in the modification are items 8 through 11. As per the discussion held between Turner Construction Company (TCCO's) and NAVFAC on 05 FEB 2020, only rough-in is required before the beneficial occupancy date (BOD). Inspection and testing of the base wide mass notification system (Giant Voice) may occur post BOD and separate from fire alarm and building mass notification acceptance. As such, there is no time impact to the project.

PC 94 Aerial Robotics Ceiling. TCCO PCO 570.

Final negotiated amount: (b) (4)

ACRN: AC

Modification no. A00031 changed the original requirements from a netted ceiling to a hard ceiling. The change could not be executed efficiently due to potential re-work. NAVFAC negotiated an agreement for additional ceiling netted in Room #007. This change added ceiling netted to the south half of room and revised on north half of room. The netted ceiling size will be 1x1 as requested by NAVFAC and netted walls will remain 4x4.

PC 95 Level 5 Finish Credits. TCCO PCO 590.

NAVFAC and TCCO agreed to a reduction to the wall finishes for level 5 in exchange for a credit.

Final negotiated amount: (b) (4)

ACRN: AC

Total ACRN AC: (b) (4)

All other terms and conditions remain unchanged.

PC 96 AND 97 ASSUMPTIONS INCL

The following Assumptions and Clarifications are incorporated into this modification:

PC 96/PCO 756 Door Hardware Revisions

Proposal excludes any flooring of any kind, fireproofing, insulation, sprinkler system, ceiling, grid, mechanical, and plumbing. Proposal includes repairs to existing finishes.

Excludes all hardware and installation of hardware for doors #449 and #457.

Storeroom Locks for doors #050 and #447 will have a 2 week lead time. TCCO will use an existing lockset from another door for Door #050. TCCO will only be providing (1) one lockset for this change.

Doors and frames for PCO #756 will not be on site until after BOD 5/22/2020.

PC 97/PCO 716 BACNet Revisions

Formal Bulletin for this change will not be issued and is specifically excluded. Added work will be posted on asbuilt drawings only.

NAVFAC and TCCO agree that pre-final will not be impacted but QA/QC still applies.

Wall mounted cabinets are specifically excluded based on meeting with NAVFAC on March 18, 2020. (15) surface mount boxes in BAS Panel are included as requested by NAVFAC.

Work area outlets are excluded from this proposal.

RFID TRACKING SYSTEM

In accordance with ACQ-010 dated January 22, 2019, The Government is in receipt of Turner Construction Company's (TCCO's) Notice of Change (NOC) 082, RFI #165 RFID Tracking System.

As agreed by both parties on 17JAN2019, the below is the final list of doors that will include infrastructure to support the RFID Tracking System at no additional cost to the Government.

001	019A	207A
002	019B	207B
003	019C	234A
004		234B
005	021	237A
006	022	237B
009		238
011D	040A	

Refer to the attached excel spreadsheet titled FINAL Spreadsheet RFIDs 1.22.19.xlsx.

Note that RFIDs are no longer required for rooms 020 and 023. These room numbers have been removed from the list identified in ACQ-010. No Construction Bulletin will be issued as a result of this change.

“Contractors Statement of Release”

Acceptance of this modification by the contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and or delays or disruptions arising out of or incidental to the work herein revised.

Extension of contract time is not required by reason of this modification.

All other terms and conditions remain the unchanged.

PC 73 - FF&E COLLATERAL EQUIP

REASON CODE: PLAN (FUNDING: ACRN AF)

The purpose of this modification no. A00033 is to execute the planned modification for FF&E Collateral Equip, item no. 0006, of contract no. N40080-16-C-0156.

On July 17, 2019, Turner submitted the contractually required FF&E package for the above referenced project.

In accordance with Part 4, Section E20, E2020 1.1.1, the government is hereby executing this modification authorizing the contractor to procure and install all FF&E in accordance with the July 17, 2019 submission.

In accordance with the contract the applicable Five Percent (5%) Handling and Administrative Rate (HAR) is incorporated into the final price of the CLIN.

E2020 1.1.1 specifies that “the contractor's proposed HAR may not exceed 5% of the total FF&E costs, as noted on the bid schedule. No other charges, expenses, fees, markups, etc. will be authorized.”

Absent a mutual agreement on all costs elements and time impacts, the Government is executing a definitized unilateral contract action.

The Government does not consider this modification a changed to the duration of the contract.

The period of performance remains unchanged, and the contract completion date is April 10, 2020.

Total for PC 73: (b) (4)

TOTAL for ACRN/AF: (b) (4)

TOTAL AMOUNT FOR MODIFICATION: (b) (4)

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE BID FFP All work complete in accordance with the request for proposal (RFP) specifications and drawings, excluding work indicated in Options Once, Two, Three, Four and Five. AWARD IN MADE IN ACCORDANCE WITH REQUEST FOR PROPOSAL (RFP) SOLICITATION N40080-15-R-0155 AND AMENDMENTS 0001-0018. AWARD IN MADE ON YOUR FINAL PROPOSAL REVISION DATED 02 MARCH 2016 FOR BASE BID ITEM 0001 IN THE AMOUNT OF (b) (4), ITEM 0002 OPTION ONE FIFTH FLOOR IN THE AMOUNT OF (b) (4) AND ITEM 0003 OPTION TWO GLAZING IN THE AMOUNT OF (b) (4) FOR A COMBINED TOTAL OF (b) (4). LIQUIDATED DAMAGES WILL BE ASSESSED IN THE AMOUNT OF (b) (4) FOR EACH CALENDAR DAY OF DELAY. DAVIS BACON WAGE DETERMINATION MD160053 MODIFICATION NUMBER 1 DATED 02/19/2016. THE CONTRACT COMPLETED DATE IS 08 SEPTEMBER 2019, WHICH INCLUDES 15 CALENDAR DAYS FOR THE SUBMITTAL OF INSURANCE, PERFORMANCE AND PAYMENT BONDS. INCORPORATED IS THE APPROVED SMALL BUSINESS SUBCONTRACTING PLAN (SEE ATTACHED) . FOB: Destination MILSTRIP: N0016117RCG9336 PSC CD: Y1AZ	1	Each	(b) (4)	(b) (4)
				NET AMT	(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FUND ACRN AA FFP Funding Doc. No.: N0002515AL01664 CUSTOMER ACRN MILSTRIP: N0002515AL01664				\$0.00

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	FUND ACRN AB FFP Funding Doc. No.: N0016116RCG9337 CUSTOMER ACRN AA MILSTRIP: N0016116RCG9337				\$0.00

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	FUND ACRN AA FFP Funding Doc. No. N0002515AL01664 Customer ACRN: MILSTRIP: N0002515AL01664				\$0.00

NET AMT	\$0.00
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ACRN AA
CIN: 00000000000000000000000000000000

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	FUND ACRN AB FFP Funding Doc. No. N0016116RCG9337 Customer ACRN: MILSTRIP: N0016116RCG9337				\$0.00
NET AMT					\$0.00
ACRN AB CIN: 00000000000000000000000000000000					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105	FUND ACRN AA FFP Funding Doc. No. N0002515AL01664 Customer ACRN: MILSTRIP: N0002515AL01664				\$0.00
NET AMT					\$0.00
ACRN AA CIN: 00000000000000000000000000000000					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000106	FUND ACRN AC FFP Funding Doc. No. N0016117RCG9336 Customer ACRN: MILSTRIP: N0016117RCG9336				\$0.00
NET AMT					\$0.00
ACRN AC CIN: N0016117RCG9336					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000107	FUND ACRN AG FFP Funding Doc. No. N0002516AL36746 Customer ACRN: MILSTRIP: N0002516AL36746				\$0.00
NET AMT					\$0.00
ACRN AG CIN: 00000000000000000000000000000000					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each	(b) (4)	(b) (4)

OPTION

OPTION ONE-Fifth Floor
FFP

Price for Item 0002 shall be for 18,893 gross sq. ft. of programmed space comprising the Fifth Floor based on Part 3, Chapter 2, 2.4.2 BUILDING DESIGN; The adjacency diagram as described in Part 3, Chapter 4; The Room Data Sheets in Part 3, Chapter 5. and all supporting ESRs in Chapter 6. Information on the Fifth Floor Equipment can be found in Part 3, Chapter 6, Engineering Systems Requirements (ESR) E10.

FOB: Destination

PSC CD: Y1AZ

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each	(b) (4)	(b) (4)

OPTION

OPTION TWO-Glazing
FFP

Price for Item 0003 shall be for a fully glazed curtain wall facade facing the water as described in Part 3, Chapter 6, ESR B20.

FOB: Destination

PSC CD: Y1AZ

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each	(b) (4)	(b) (4)
OPTION	OPTION 3 - Audio Visual Electronic Equip FFP Handling and Administrative Rate (HAR) for the purchase and installation of Audio Visual (A/V) equipment including integration configuration as described in Part 3, Chapter 6, ESR E102009. Purchase and Installation includes, but is not limited to cabling, cable adapters, patch cords, connectors, faceplates, patch panels, mounting hardware, labeling, documentation, software, and equipment. Purchase and Installation excludes supporting cable plant conduit and pathways, outlet boxes, electrical receptacles, racks and built-in cabinets which are included in the Item 0001 Base Bid and OPTION One - Fifth Floor. FOB: Destination PSC CD: Y1AZ				

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Each	(b) (4)	(b) (4)
OPTION	OPTION 4-SECURITY SYSTEM COLLATERAL EQUIP FFP HAR for the purchase and installation of Security Systems as described in Part 3, Chapter 5 Room Data Sheets and Chapter 6, ESR D503005 and D5033090. Purchase and Installation includes, but is not limited to cabling, cable adapters, patch cords, connectors, faceplates, patch panels, mounting hardware, labeling documentation, software, and equipment. Purchase and Installation excludes supporting cable plant conduit and pathways, outlet boxes, electrical receptables, racks and built-in cabinets which are included in the Item 0001 Base Bid, and OPTION One - Fifth Floor. FOB: Destination PSC CD: Y1AZ				

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Each	(b) (4)	(b) (4)
EXERCISED OPTION	OPTION 5 - FF&E Collateral Equip FFP HAR for the purchase and installation of Furniture, Fixture and Equipment as described in Part 3, Chapter 5 Room Data Sheets and Chapter 6, ESR E20. Excludes power, data or other infrastructure to support FF&E (these items are included in Item 0001 Base Bid, and OPTION One - Fifth Floor. FOB: Destination PSC CD: Y1AZ				

NET AMT	(b) (4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601					\$0.00
	FUND ACRN AF FFP Funding Doc. No. N0005219RC028LD Customer ACRN: AA MILSTRIP: N0005219RC028LD				

NET AMT	\$0.00
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ACRN AF	(b) (4)
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601					\$0.00

FUND ACRN AF

FFP

Funding Doc. No. N0005219RC028LD Customer ACRN: AA

MILSTRIP: N0005219RC028LD

NET AMT

\$0.00

ACRN AF

CIN: 00000000000000000000000000000000

(b) (4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
000105	N/A	N/A	N/A	N/A
000106	N/A	N/A	N/A	N/A
000107	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
000601	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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0001	22-MAY-2020		NAVAL FACILITIES ENG COMMAND 1314 HARWOOD ST SE WASHINGTON DC 20374 FOB: Destination	N40080
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
000105	N/A	N/A	N/A	N/A
000106	N/A	N/A	N/A	N/A
000107	N/A	N/A	N/A	N/A
0002	22-MAY-2020	1	PUBLIC WORKS DEPARTMENT (b) (6) US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402 (b) (6) FOB: Destination	N40080
0003	22-MAY-2020	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
0004	08-SEP-2019	1	NAVAL FACILITIES ENG COMMAND WASHINGTON (b) (6) 1314 HARWOOD ST SE, BLDG 212 WASHINGTON NAVY YARD DC 20374 (b) (6) FOB: Destination	N40080
0005	08-SEP-2019	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
0006	22-MAY-2020	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40080
000601	N/A	N/A	N/A	N/A

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	AUG 2018
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	AUG 2018
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988

52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-16	Approval of Wage Rates	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-30	Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method)	AUG 2018
52.222-34	Project Labor Agreement	MAY 2010
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	AUG 2018
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	OCT 2015
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2015
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984

52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.244-6	Subcontracts for Commercial Items	JAN 2019
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2015
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2018
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, and Specifications	AUG 2000
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.236-7007	Additive or Deductive Items	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.236-7009	Option for Supervision and Inspection Services	DEC 1991
252.236-7013	Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.246-7001 Alt II	Warranty Of Data (Mar 2014) - Alternate II	MAR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(End of clause)

52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

- (a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

- (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million , except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018)

(a) Definitions.

Bureau of Land Management, as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

Federal helium supplier means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at <https://www.blm.gov/programs/energy-and-minerals/helium/partners>.

Major helium requirement means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements--(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier--

(i) The name of the supplier;

(ii) The amount of helium purchased;

(iii) The delivery date(s); and

(iv) The location where the helium was used.

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

(End of clause)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

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52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 810 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

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52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$56,050.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

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52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 740 calendar days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)

(a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.225-11 BUY AMERICAN--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (OCT 2016)

(a) Definitions. As used in this clause--

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Free Trade Agreement country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate ``none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....
Domestic construction material...
Item 2:			
Foreign construction material....
Domestic construction material...

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be _____ percent of the bid price or \$ _____, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the

Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished property or services; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any

increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within _____ calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within _____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of clause)

252.203-7004 DISPLAY OF HOTLINE POSTERS (OCT 2016)

(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of hotline poster(s).

(1)(i) The Contractor shall display prominently the DoD fraud, waste, and abuse hotline poster prepared by the DoD Office of the Inspector General, in effect at time of contract award, in common work areas within business segments performing work under Department of Defense (DoD) contracts.

(ii) For contracts performed outside the United States, when security concerns can be appropriately demonstrated, the contracting officer may provide the contractor the option to publicize the program to contractor personnel in a manner other than public display of the poster, such as private employee written instructions and briefings.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds and the work is to be performed in the United States, the DHS fraud hotline poster shall be displayed in addition to the DoD hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from—

(i) DHS Office of Inspector General/MAIL STOP 0305, Attn: Office of Investigations – Hotline, 245 Murray Lane SW, Washington, DC 20528-0305; or

(ii) Via the internet at https://www.oig.dhs.gov/assets/Hotline/DHS_OIG_Hotline-optimized.jpg.

(c)(1) The DoD hotline poster may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or is also available via the internet at http://www.dodig.mil/hotline/hotline_posters.htm.

(2) If a significant portion of the employee workforce does not speak English, then the poster is to be displayed in the foreign languages that a significant portion of the employees speak.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the required poster at the website.

(d) Subcontracts. The Contractor shall include this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)

(a) Definitions. As used in this clause--

Component means any item supplied to the Government as part of an end product or of another component.

End product means supplies delivered under a line item of this contract.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

Structural component of a tent--

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) (i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

52.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

(a) Definitions. As used in this clause--

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

- (i) Invoice payments;
- (ii) Payments for partial deliveries; or
- (iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

- (i) Payments for partial deliveries that have been accepted by the Government;
- (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
- (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

- (1) Electronic Data Interchange.
- (2) Secure File Transfer Protocol.
- (3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when--

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

(f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

5252.201-9300 Contracting Officer Authority (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(END OF CLAUSE)

5252.209-9300 Organizational Conflicts of Interest.

ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(End of clause)

ALTERNATE I (JUN 1994). As prescribed in 9.507-2(b), add the following paragraphs to the basic clause:

(b) Some remedial action may be performed by the architect-engineer firm in order to prevent continued contamination that immediately endangers population or property.

(c) The Contractor shall provide a statement with his bid or proposal which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information prior to award. If a potential conflict is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a description of action which the Contractor proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the conflict of interest.

(d) In addition, the Contractor shall notify the Contracting Officer, in writing, of its intention to compete for, or accept the award of any contract for similar or related work for any Department of Defense, other Agency of the federal government, or state regulatory agency which may involve Navy sites. Such notification shall be made before the Contractor either competes for or accepts any such contract.

(e) Remedies: The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organization conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (f). (End of clause)

5252.228-9302 Bid Guarantee.

BID GUARANTEE (JAN 1996)

To assure the execution of the contract and the performance and payment bonds, each bidder/offeror shall submit with its bid/offer a guarantee bond (Standard Form 24) executed by a surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety, or other security as provided in FAR Clause 52.228-1, "Bid Guarantee". Security shall be in a penal sum equal to at least 20 percent of the largest amount for which award can be made under the bid submitted, but in no case to exceed \$3,000,000. The bid guarantee bond shall be accompanied by a copy of the agent's authority to sign bonds for the surety company. (End of provision)

ALTERNATE I – As prescribed in 28.101(a)(2), for indefinite quantity and JOC contracts, substitute "...largest amount for which award can be made...." in the basic provision with "...price payable for the contract guaranteed minimum".

ALTERNATE II – As prescribed in 28.101(a)(3), for combination firm fixed-price/indefinite quantity facility support service contracts where the firm fixed-price portion constitutes the guaranteed minimum, substitute "...largest amount for which award can be made" in the basic provision with either "...the firm fixed-price portion of the contract. If the firm fixed-price portion and a minimum amount of the indefinite quantity portion will constitute the guaranteed minimum, substitute "...largest amount for which award can be made" for "...the firm fixed-price portion and the guaranteed minimum amount of the Indefinite Quantity portion of the contract."

ALTERNATE III - As prescribed in 28.101(a)(4), for requirements solicitations, replace "...largest amount for which award can be made..." in the basic provision with "...price payable for the estimated quantity".

5252.228-9305 Notice of Bonding Requirements.

NOTICE OF BONDING REQUIREMENTS (DEC 2000)

(a) Within 15 days after receipt of award, the bidder/offeror to whom the award is made shall furnish the following bond(s) each with satisfactory security:

☒ X A Performance Bond (Standard Form 25). The performance bond shall be in a penal sum equal to 100% percent of the contract price.

☒ X A Payment Bond (Standard Form 25A). The payment bond shall be in a penal sum equal to 100% of the contract price.

(b) Any surety company holding a certificate of authority from the Secretary of Treasury as an acceptable Surety on Federal bonds will be accepted. Individual sureties will be permitted as prescribed in FAR 28.203 and FAC 5252.228 9300. Alternative types of security in lieu of furnishing sureties on performance and/or payment bonds will be permitted as prescribed in FAR 28.204, and will be held for at least one year after the completion of the contract. Additional bond security may be required as prescribed in FAR 52.228-2. Bonds shall be accompanied by a document authenticating the agent's authority to sign bonds for the surety company.

(c) The contract time for purposes of fixing the completion date, default, and liquidated damages shall begin to run 15 days from the date of award, regardless of when performance and payment bonds or deposits in lieu of surety are executed. (End of clause)

ALTERNATE I – As prescribed in 28.102-3-100(b), for indefinite quantity solicitations, substitute "contract price" in the basic provision with "the price payable for the contract guaranteed minimum".

ALTERNATE II – As prescribed in 28.102-3-100(c), for combination firm fixed-price/indefinite quantity solicitations where the firm fixed-price portion constitutes the guaranteed minimum, replace "contract price" in the basic provision with "the price payable for the firm fixed-price portion". Where the firm fixed-price portion and a percentage of the indefinite quantity portion will constitute the guaranteed minimum, substitute "contract price" in the basic provision with "the price payable for the firm fixed-price portion and the guaranteed minimum amount of the IQ portion".

ALTERNATE III - As prescribed in 28.102-3-100(d), for requirements solicitations, substitute "contract price" in the basic provision with "the price payable for the estimated quantity".

5252.228-9305 **Contractor Accounting System--Segregation of Costs.**

CONTRACTOR ACCOUNTING SYSTEM--SEGREGATION OF COSTS (JUN 1994)

The Contractor shall employ an accounting system for this contract to identify and record site specific costs on a site specific activity basis. Site specific cost documentation must be readily retrievable and sufficiently identifiable to enable cross-referencing with payment vouchers.

(End of clause)

5252.228-9306 Accident Prevention

ACCIDENT PREVENTION (NOV 1998)

- (a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupation disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.
- (b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.
- (c) Prior to commencement of the work, the Contractor may be required to:
 - (1) submit in writing his proposals for effectuating provision for accident prevention;
 - (2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understanding relative to administration of the overall safety program. (End of Clause).

5252.228-9303 Utilities For Construction and Testing.

UTILITIES FOR CONSTRUCTION AND TESTING (JUN 1994)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used. (End of clause)

5252.228-9304 Availability of Utilities.

AVAILABILITY OF UTILITIES (JUN 1994)

When available, the Government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the OIC. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electric - Water - Compressed Air

Contractor Furnished Utilities. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his expense, arrange for the required utilities.

Contractor Energy Conservation. The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

- a. Lights shall be used only in areas where and at the time when work is actually being performed.
- b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines. Telephone lines for the sole use of the contractor will not be available. Government telephones shall not be used for personal reasons.

Contractor Availability. The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the contractor or his representative be available to a toll-free telephone 24 hours per day, seven days per week, including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change. (End of clause)

5252.228-9305 Information Concerning Cost Limitations.

INFORMATION CONCERNING COST LIMITATIONS (JUN 1994)

The Navy has available _____ for the award of this contract. Proposals in excess of this amount will not be considered. Proposers should prepare their proposals so as to permit award at a price within the cost limitation. The Basis of Award is specified in paragraph _____. The type of construction, materials and physical amenities provided for any type unit, including senior officer and flag officers, shall be generally similar to those proposed for any other unit in the project and that the cost per net square foot to the 5 foot line of all units in the project be approximately the same. (End of provision)

5252.236-9309 Key Personnel.

KEY PERSONNEL (JUN 1994)

The Architect-Engineer (A-E) shall employ the following professional personnel to perform the services required under this contract. Prior to starting work, the A-E will forward to the Contracting Officer a resume for the individual(s) assigned to each discipline to be utilized. No substitution will be made without the advance written approval of the Contracting Officer, after he has reviewed the proposed replacement's experience and qualifications record submitted by the architect-engineer firm with explanation of the necessity for the change. No increase in salary rates will be allowed when personnel substitution is authorized.

	<u>DISCIPLINE</u>	<u>NAME</u>	<u>JOB</u>	<u>TITLE</u>
(End of clause)				

- i. Record Drawings

RECORD DRAWINGS (JUN 1994)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the contract drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variation in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer. (End of Clause).

ALTERNATE I (JUN 1994). As prescribed in 36.5100(f)(2), when as-built drawings are not required, substitute the following paragraph for the basic clause:

Record drawings will not be required. (End of Clause).

5252.236-9312 DESIGN-BUILD CONTRACT- ORDER OF PRECEDENCE (AUGUST 2006)

(A) In the event of a conflict or inconsistency between any of the below described portions of the conformed contract, precedence shall be given in the following order:

- (1) Any portions of the proposal or final design that exceed the requirements of the solicitation.
 - (a) Any portion of the proposal that exceeds the final design.
 - (b) Any portion of the final design that exceeds the proposal.
 - (c) Where portions within either the proposal or the final design conflict, the portion that most exceeds the requirements of the solicitation has precedence.
- (2) The requirements of the solicitation, in descending order of precedence:
 - (a) Standard Form 1442, Price Schedule, and Davis Bacon Wage Rates.
 - (b) Part 1 - Contract Clauses.
 - (c) Part 2 - General Requirements.
 - (d) Part 3 - Project Program Requirements.
 - (e) Part 6 - Attachments (excluding Concept Drawings).
 - (f) Part 5 - Prescriptive Specifications exclusive of performance specifications.
 - (g) Part 4 - Performance Specifications exclusive of prescriptive specifications.
 - (h) Part 6 - Attachments (Concept Drawings).

(B) Government review or approval of any portion of the proposal or final design shall not relieve the contractor from responsibility for errors or omissions with respect thereto.

5252.242-9300 Government representatives.**GOVERNMENT REPRESENTATIVES (OCT 1996)**

The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

_____The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

_____The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

_____The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration. (End of clause)

5252.228-9306 Pre-Performance Conference.**PRE-PERFORMANCE CONFERENCE (JUL 1995)**

Within ____ days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work. (End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 1751205 2551 320 05205 0 068732 2A 6C0156

COST CODE: AA00C0095000

AMOUNT: (b) (4)

AB: 17X8733 6801 320 15070 068892 2D CG9337

COST CODE: 00161615A17X

AMOUNT: (b) (4)

AC: 17X8733 6801 320 15070 068892 2D CG9336

COST CODE: 00161715A17X

AMOUNT: (b) (4)

AF: 1791804 52FA 310 00520 056521 2D FQW1FV

COST CODE: 05219RC028LD

AMOUNT: (b) (4)

AG: 1761205 2561 320 05205 0 068732 2D 160156

COST CODE: AG00C0095000

AMOUNT: (b) (4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000103	00000000000000000000000000000000	(b) (4)
	000105	00000000000000000000000000000000	(b) (4)
AB	000104	00000000000000000000000000000000	(b) (4)
AC	000106	N0016117RCG9336	(b) (4)
AF	000601	00000000000000000000000000000000	(b) (4)
AG	000107	00000000000000000000000000000000	(b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J		PAGE OF PAGES 1 1	
2 AMENDMENT/MODIFICATION NO A00001		3 EFFECTIVE DATE 09-Mar-2017		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST NEW YORK NY 10014-3658				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) Prepared by: (b) (6) N40080-16-C-0156 ACADEMIC BUILDING FOR CYBER STUDIES AT THE U.S. NAVAL ACADEMY, ANNAPOLIS, MD ADMIN/PC 000013 The purpose of this modification is to incorporate Fast Track Packages 2A and 3 signed drawings and specifications into the contract. Design Build changes will be provided separately via AMRDEC. Contract price and contract completion date remains unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR <hr/> (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) B (b) (6) <hr/> (Signature of Contracting Officer)		16C. DATE SIGNED 10-Mar-2017	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO A00002		3 EFFECTIVE DATE 30-May-2017		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLICWORKSDEPARTMENT USNAVALACADEMY/FEAD 181WA NWRIGHT RD ANNAPOLISMD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST NEW YORK NY 10014-3658				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer _____ is extended, _____ is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-4							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) Prepared by: dukesc N40080-16-C-0156 CENTER FOR CYBER SECURITY STUDIES REASON: UNFO PC 000007, PC 14, AND PC 15							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) /CONTRACT NG OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B BY (b) (6) (Signature of Contracting Officer)		16C. DATE SIGNED 30-May-2017	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

SUMMARY OF CHANGES PC 7, 14,

15

SUMMARY OF CHANGES

The following changes are added to the contract:

(1) UNILATERAL MODIFICATION: PC 7 REMOVAL OF CONTAMINATED SOIL.

The contractor is hereby directed to proceed with the following work in accordance with the "changes" clause of the contract.

Contractor shall provide all labor, material and equipment for the removal and proper disposal of contaminated soil from the project site.

The price of this work shall be performed in the NTE amount of (b) (4)

Completion date for all contract work not impacted by the work of this change remains unchanged. Completion of this work shall not affect the BOD.

The final change in the contract amount and time will be determined pursuant to negotiations and incorporated upon definitization of the above changes.

DEFINITIZATION SCHEDULE

The following definitization schedule is hereby established.

PC 7 –Proposal due date 07/19/2017

Negotiation Date: 08/15/2017

Definitization Target: 08/31/2017

- (2) The anticipated award date for the FFE modification is revised to read June 8, 2018.
- (3) FAR Clause 52.243-7 Notification of Changes (APR 1984) is corrected to include the # of days for the Contractor and Government –

Para. "(b) - "Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 7

calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions.

Para. “(d) Government response. The Contracting Officer shall promptly, within 14 calendar days after receipt of notice, respond to the notice in writing.”

- (4) Incorporate NFAS Clause 5252-236-9313 DESIGN-BUILD CONTRACT
- INCORPORATION OF DESIGNER OF RECORD FINAL DESIGN
(JUL 2008)

Upon Government receipt and acceptance of the Designer of Record signed and stamped final design submission for all work, a no-cost unilateral modification shall be issued to incorporate the final design into the contract.

If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification shall be issued for each Government accepted Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract.

- (5) All other contract terms remain unchanged.

SECTION00800-SPECIAL CONTRACT REQUIREMENTS Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 000103:

AA: 1751205 2551 320 05205 0 068732 2A 6C0156 AA00C0095000 (CIN
00000000000000000000000000000000) was increased by (b) (4) from (b) (4) to (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. A00003		3. EFFECTIVE DATE 05-Sep-2017		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY PUBLIC WORKS DEPARTMENT U.S. NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST NEW YORK NY 10014-3658				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-4 CHANGES							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N40080-16-C-0156 P-621 CENTER FOR CYBER SECURITY STUDIES AT THE U.S. NAVAL ACADEMY, ANNAPOLIS, MD Prepared by: (b) (6) REFERENCE PC7/MOD A00002 The purpose of this modification is to increase the unilateral amount of the referenced modification to a new total of (b) (4) for the removal, disposal and testing of contaminated soil.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) CONTRACTING OFFICER TFI (b) (6) FM/II (b) (6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) BY (b) (6) (Signature of Contracting Officer)		16C. DATE SIGNED 11-Sep-2017	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:SUMMARY OF CHANGES INCR FUNDS

The following have been added by full text:

INCREASE NTE SOIL REMOVAL

The following changes are added to the contract:

(1) UNILATERAL MODIFICATION: PC 7 REMOVAL OF CONTAMINATED SOIL.

The contractor is hereby directed to proceed with the following work in accordance with the "changes" clause of the contract.

Contractor shall provide all labor, material and equipment for the removal, proper disposal of contaminated soil from the project site and required testing.

The NTE amount of the work has been increased by (b) (4) from (b) (4) to a new total of (b) (4).

Completion date for all contract work not impacted by the work of this change remains unchanged. Completion of this work shall not affect the BOD.

The final change in the contract amount and time will be determined pursuant to negotiations and incorporated upon definitization of the above changes.

The definitization schedule has been revised as outlined below.

Negotiation Date is revised to 09/21/2017

Definitization Target: 09/29/2017

(2) All other contract terms remain unchanged.

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000103:

AA: 1751205 2551 320 05205 0 068732 2A 6C0156 AA00C0095000 (CIN 00000000000000000000000000000000) was increased by (b) (4) from (b) (4) to (b) (4)

(End of Summary of Changes)

N40080-16-C-0156

A00003

Page 3 of 3

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO A00004		3 EFFECTIVE DATE 03-Nov-2017		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST NEW YORK NY 10014-3658				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				10B. DATED (SEE ITEM 13) X 31-Mar-2016			
CODE 7N326		FACILITY CODE		X			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. CHANGES AND CHANGED CONDITIONS 52.243-5							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) Prepared by: (b) (6) PC 000019 N40080-16-C-0156 P621 CYBER STUDIES ACADEMIC BUILDING ANNAPOLIS, MARYLAND REASON: DEFG							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 03-Nov-2017	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

UNDEFINITIZED CHANGE ORDER

DEFINITIZED MODIFICATION

a. This modification hereby definitizes Modification A00003 dated September 5, 2017 issued with a Not-To-Exceed (NTE) increased amount of (b) (4) from (b) (4) to (b) (4).

b. As negotiated on September 21, 2017, and in accordance with the scope of work identified in Modifications A00002 & A00003; Contractor shall provide all labor, material and equipment for the testing, removal, and proper disposal of contaminated soil from the project site.

The parties hereby mutually agree to the following adjustments in the contract price as complete and equitable adjustment.

CLIN DESCRIPTION	AMOUNT
0001 Testing, removal, and proper disposal of contaminated soil from the project site.	(b) (4)
TOTAL Less amount awarded on undefinitized change order	(b) (4)
TOTAL AWARDED THIS ACTION	(b) (4) DECREASE

c. Contract completion remains the same.

d. All other terms and conditions of the contract remain the same.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was decreased by (b) (4) from (b) (4) to (b) (4).

CLIN 0001

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4).

The MDAP/MAIS Code 000 has been deleted.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000103:

AA: 1751205 2551 320 05205 0 068732 2A 6C0156 AA00C0095000 (CIN
00000000000000000000000000000000) was decreased by (b) (4) from (b) (4) to (b) (4)

(END OF CHANGES)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO A00005		3 EFFECTIVE DATE 09-Mar-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST NEW YORK NY 10014-3658				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				10B. DATED (SEE ITEM 13) X 31-Mar-2016			
CODE 7N326		FACILITY CODE		X			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. CLAUSE FAR 52.243.4							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) Prepared by: (b) (6) P621 CYBER STUDIES ACADEMIC BUILDING AT THE US NAVAL ACADEMY, ANNAPOLIS, MD PC 000003 DSGN BUILDING ELEVATION DISCREPANCY							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 09-Mar-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:**PC3 ELEVATION CHANGES**

The following have been modified: SUMMARY OF CHANGES

The Government and contractor attempted to negotiate this proposed change on May 16, 2017, Jan 16, 2018, and March 5, 2018. However a mutual agreement could not be reached for all aspects of the proposed change and therefore the Government is executing the following definitized unilateral contract action:

The following cost elements were agreed to during negotiations:

- a. Labor
- b. Material

Based on the proposal provided by the contractor, the independent Government Estimate, and Government's best attempt to negotiate the Government considers (b) (4) a fair and reasonable value for the work associated with the change.

The contractor could not provide an adequate schedule demonstrating to the Government that the time associated with this work had any effect on overall schedule or critical path of this project. Therefore the Government cannot consider any additional contract time with this proposed change.

1. PC 3- Elevation changes: Contractor to provide all labor, material, equipment and supervision necessary to revise floor elevation on Nimitz side of Ground Floor to match actual surveyed elevation of Nimitz Building at 7.37' +/-, and revise floor elevation on Rickover side of Ground Floor to 5.37' +/-."

Contract completion date remains unchanged.

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000103:

AA: 1751205 2551 320 05205 0 068732 2A 6C0156 AA00C0095000 (CIN 00000000000000000000000000000000) was increased by (b) (4) from (b) (4) to (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO A00006		3 EFFECTIVE DATE 16-Mar-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST NEW YORK NY 10014-3658				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-4							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) Prepared by (b) (6) P621 CYBER STUDIES ACADEMIC BUILDING AT THE UNITED STATES NAVAL ACADEMY, ANNAPOLIS, MD Reason Code: UNFO PC#000042 Removal of Underground Transite Pipe Description of Modification begins on page 2.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACT NG OFFICER TEL: 410-293-1312 EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 16-Mar-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:SUMMARY OF CHANGES

1. Discussions were held between the Government and the Contractor on February 21, 2018 via telephone and February 23, 2018 via email to attempt to negotiate this proposed change. However, a mutual agreement could not be reached for all aspects of the proposed change, and therefore the Government is executing the following definitized unilateral contract action:
2. Neither Labor nor Material costs were agreed to during negotiations.
3. PC#42- Removal of Underground Transite Pipe
 - Contractor to provide all labor, material, equipment and supervision necessary for the removal and disposal of 25' 4"x 4' concrete ductbank which contains asbestos transite pipe and the decontamination and cleaning of the ground and trenches from asbestos debris.
4. Based on the proposal provided by the contractor, the independent Government Estimate, and Government's best attempt to negotiate the Government considers (b) (4) a fair and reasonable value for the work associated with this change to the contract.
5. The contractor could not provide an adequate schedule demonstrating to the Government that the time associated with this work had any effect on overall schedule or critical path of this project. Therefore the Government cannot consider any additional contract time with this proposed change.
6. The contract completion date remains unchanged

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000105 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105	FUND ACRN AA FFP Funding Doc. No. N0002515AL01664 Customer ACRN: MILSTRIP: N0002515AL01664				
NET AMT					\$0.00
ACRN AA CIN: 00000000000000000000000000000000					(b) (4)

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000105:

Funding on SUBCLIN 000105 is initiated as follows:

ACRN: AA

CIN: 00000000000000000000000000000000

Acctng Data: 1751205 2551 320 05205 0 068732 2A 6C0156

Increase: (b) (4)

Total (b) (4)

Cost Code: AA00C0095000

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO A00007		3 EFFECTIVE DATE 02-Apr-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156		
				10B. DATED (SEE ITEM 13)		
CODE 7N326		FACILITY CODE		X 31-Mar-2016		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N40080-16-C-0156 P621 Academic Building for the Center of Cyber Studies located at the United States Naval Academy Complex, Annapolis, Maryland ADMIN PC #37 - Incorporate Fast Track Package 4 signed drawings and specifications PC #38 - Incorporate IFC 5 signed drawings and specifications PC #39 - Incorporate IFC 6 signed drawings and specifications The purpose of this modification is to incorporate Fast Track Package 4, IFC 5 and IFC 6 signed drawings and specifications into the contract. Design/Build changes will be provided separately via AMRDEC Contract price and contract completion date remains unchanged Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 02-Apr-2018

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO A00008		3 EFFECTIVE DATE 04-Apr-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6)		CODE
See Item 6						
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156		
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016		
CODE 7N326		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N40080-16-C-0156 P621 Academic Building for the Center of Cyber Studies located at the United States Naval Academy Complex, Annapolis, Maryland ADMIN PC #43 - Administrative Modification to Correct Modifications A00002 and A00007 See Page 2 for Details Contract price and contract completion date remains unchanged.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACT SPECIALIST TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b) (6) BY		16C. DATE SIGNED 04-Apr-2018 (Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PC #43

The purpose of this modification is to correct Modification A00002 dated 5/30/2017 and Modification A00007 dated 4/2/2018 and incorporate Fast Track Packages and Issue for Construction stamped, signed, and released drawings and specifications into the contract that were previously provided by AMRDEC for the following change orders:

Modification A00002:

PC#15 - Incorporate Fast Track Package 2B stamped, signed, and released drawings and specifications

Modification A00007:

PC#37 - Incorporate Fast Track Package 4 stamped, signed, and released drawings and specifications

PC#38 - Incorporate Issue for Construction (IFC) 5 stamped, signed, and released drawings and specifications

PC#39 - Incorporate Issue for Construction (IFC) 6 stamped, signed, and released drawings and specifications

SUMMARY OF CHANGES

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO A00009		3 EFFECTIVE DATE 11-Apr-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156		
				10B. DATED (SEE ITEM 13)		
CODE 7N326		FACILITY CODE		X 31-Mar-2016		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-4 Changes - Fixed Price (Const.) (Jun 2007)						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N40080-16-C-0156 P621 Academic Building for the Center of Cyber Studies located at the United States Naval Academy Complex, Annapolis, Maryland DSGN PC #22 - Design and Construction Changes required for the Surf Pool See Page 2 Details Contract price and contract completion date remains unchanged						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b) (6) BY _____ (Signature of Contracting Officer)			16C. DATE SIGNED 11-Apr-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PC #22

SUMMARY OF CHANGES

The Government and contractor attempted to negotiate this proposed change on March 13, 2018. However a mutual agreement could not be reached for all aspects of the proposed change and therefore the Government is executing the following definitized unilateral contract action:

Based on the proposal provided by the contractor, the independent Government Estimate, and Government's best attempt to negotiate the Government considers (b) (4) a fair and reasonable value for the work associated with the change.

The contractor could not provide an adequate schedule demonstrating to the Government that the time associated with this work had any effect on overall schedule or critical path of this project. Therefore the Government cannot consider any additional contract time with this proposed change.

Contractor to provide all labor, material, equipment and supervision necessary to perform the required Surf pool modifications in accordance with the following documents:

1. Bulletin #8: NAVFAC letter dated September 22, 2017
2. Revisions and clarifications provided under RFI#111, dated November 20, 2017
3. Design review comments provided by Government on March 7, 2018
4. RFP dated March 9, 2018

The work also includes the following work items as described in NOC 043:

- Pool Surface
- Revisions to railing requirements
- Additional fixtures to support daylight spectrum lighting at pool area deleted
- Revisions to ceiling mounted and underwater video capture system and 3D motion
- Tracking system requirements
- Adjustments to the skimmer locations and height
- Revision to catwalk requirements
- Deletion of underwater ledge on one side of pool (RFP did not require on all 4 sides as indicated in Bulletin #8)
- Revisions to ramp configuration
- Increase in pool size
- Trench with removable cover around the perimeter of the pool

Contract completion date remains unchanged.

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000106 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000106	FUND ACRN AC FFP Funding Doc. No. N0016117RCG9336 Customer ACRN: MILSTRIP: N0016117RCG9336				\$0.00
NET AMT					\$0.00
ACRN AC CIN: N0016117RCG9336					(b) (4)

INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000106:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	N/A

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000106:

Funding on SUBCLIN 000106 is initiated as follows:

ACRN: AC

CIN: N0016117RCG9336

Acctng Data: 17X8733 6801 320 15070 068892 2D CG9336

Increase: (b) (4)

Total: (b) (4)

Cost Code: 00161715A17X

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO A00010		3 EFFECTIVE DATE 19-Apr-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				10B. DATED (SEE ITEM 13)			
CODE 7N326		FACILITY CODE		X 31-Mar-2016			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-4 Changes - Fixed Price (Const) (JUN 2007)							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N40080-16-C-0156 P621 Academic Building for the Center of Cyber Studies located at the United States Naval Academy Complex, Annapolis, Maryland UNFO PC #17 / PC #55 - Labeling of Existing Feeders Inside Manholes and Water Flow Mitigation See Page 2 Details Contract price and contract completion date remains unchanged							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 19-Apr-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PC #17 / PC #55

SUMMARY OF CHANGES

1. Negotiations were held between the Government and the Contractor on April 4, 2018 for the following change:

PC #17 / PC #55 -Labelling of Electrical Feeders and Water Flow Mitigation.

2. The parties agreed to labor and material costs for the required work, however, a mutual agreement could not be reached for all aspects of the proposed change. Therefore, the Government is issuing a definitized unilateral contract action for -

Labelling of Electrical Feeders and Water Flow Mitigation - (b) (4) ADDITIONAL

3. The contractor could not provide an adequate schedule demonstrating to the Government that the time associated with this work had any effect on overall schedule or critical path of this project. Therefore the Government cannot consider any additional contract time with this proposed change.

4. The contract completion date remains unchanged.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4) .

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4) .

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4) .

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4) .

SUBCLIN 000103:

AA: 1751205 2551 320 05205 0 068732 2A 6C0156 AA00C0095000 (CIN 00000000000000000000000000000000) was increased by (b) (4) from (b) (4) to (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO A00011		3 EFFECTIVE DATE 14-Jun-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) P621 N40080-16-C-0156 CYBER SECURITY STUDIES, U.S. NAVAL ACADEMY, ANNAPOLIS ADMN							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 14-Jun-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:SUMMARY OF CHANGES

As a result of database errors that occurred during the simultaneous processing and awards of Modifications A00009 and A00010, the following corrections are made:

Block #14 pg. 1 on both modifications-remove language "Contract price" (from remains unchanged)

Modification A00010 is corrected as follows:

SECTION 00010 - SOLICITATION CONTRACT FORM

FROM:

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4) .

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4) .

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4) .

TO:

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4) .

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4) .

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4) .

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

FROM:

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4) .

TO:

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4) .

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO A00012		3 EFFECTIVE DATE 25-Jun-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-1							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) P621 N4008016C0156 CYBER SECURITY STUDIES, UNITED STATES NAVAL ACADEMY, ANNAPOLIS, MD PC41 CREDIT FOR FORCE MAIN REASON CODE: SCOPE							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 25-Jun-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:SUMMARY OF CHANGES PC41

The Government and contractor attempted to negotiate this proposed change on June 11, 2018. However, a mutual agreement could not be reached for all aspects of the proposed change, therefore, the Government is executing the following definitized unilateral contract action:

The following cost elements were agreed to during negotiations:

- a. Labor
- b. Material

Based on the proposal provided by the contractor, the independent Government Estimate, and Government's best attempt to negotiate, the Government considers (b) (4) a fair and reasonable value for the work associated with the change.

PC #41:

- 1. De-scope all work from the Chill Water Plant to the connection point.
- 2. Provide all labor, material and supervision required to install Check Valves to the re-design.

Contract completion date remains unchanged.

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was decreased by (b) (4) from (b) (4) to (b) (4).

CLIN 0001

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000103:

AA: 1751205 2551 320 05205 0 068732 2A 6C0156 AA00C0095000 (CIN 00000000000000000000000000000000) was decreased by (b) (4) from (b) (4) to (b) (4).

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO A00013		3 EFFECTIVE DATE 27-Aug-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				10B. DATED (SEE ITEM 13) X 31-Mar-2016			
CODE 7N326		FACILITY CODE		X			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-4							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N4008016C0156 P621 ACADEMIC CENTER FOR CYBER SECURITY STUDIES, USNA, ANNAPOLIS, MD DSGN PC05							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 27-Aug-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:SUMMARY OF CHANGES

The purpose of this modification is to incorporate the following change to the contract:

PC05- Contractor to provide all labor, material, equipment, and supervision required to perform all work associated with extending the 4" diameter, high pressure gas line from the new CCSS Building to the corner of Rickover Building and Holloway Road.

The Contractor and Government met on June 26, 2018 to negotiate the above mentioned scope of work. Negotiations failed to reach a bilateral agreement for the fair and equitable value of the work. Therefore, the Government is issuing this unilateral modification based on the Government Estimate and considerations from the review of the contractor's proposal in the amount of (b) (4).

The Government received this proposal on February 26, 2018 and negotiations were attempted on June 26, 2018. During this period the contractor did not request any additional time with their proposal and the Government's own analysis does not consider this work a critical path item. Therefore, there is no change to the contract completion date.

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000103:

AA: 1751205 2551 320 05205 0 068732 2A 6C0156 AA00C0095000 (CIN 00000000000000000000000000000000) was increased by (b) (4) from (b) (4) to (b) (4)
(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO A00014		3 EFFECTIVE DATE 05-Sep-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR Clause 52-243-4, Changes Fix-Price Construction							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) Prepared by: (b) (6) N40080-16-C-0156, P621/Center for Cyber Security Academic Bldg, USNA, Annapolis Reason Code: UNFO The purpose of this modification is to incorporate multiple PCs required for the successful completion of this contract. During negotiations the Government and Contractor were unable to agree if there was an impact to the critical path and that a time extension was necessary. It is the Government's position that additional time is not necessary for this work, and the contractor failed to adequately demonstrate the impact of time. Therefore, there is no additional time associated with the proposed changes.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. _____ (b) (6) B_____ (Signature of Contracting Officer)		16C. DATE SIGNED 05-Sep-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:**SUMMARY OF CHANGES**

The following proposed changes (PCs) are hereby incorporated into the contract:

PC# 000010 (PCO# 155) - NAVFAC Bulletin 2 Elevator Spec Revision (CRIT):

The Government (b) (6), Construction Manager) and Contractor (b) (6), Turner Construction Company) conducted negotiations on July 19, 2018 and mutually agreed to (b) (4) as a fair and reasonable value for this proposed change. As a result of this negotiated PC the following Scope is hereby incorporated: "Contractor to provide all labor, material, equipment and supervision necessary to perform all revisions associated to Section 14 21 00.00 20, Electric Traction Elevators, as annotated in NAVFAC Bulletin #002, dated August 17, 2017. This negotiated value represents a lump sum settlement of all direct costs associated with this change; The following item that was included in bulletin#002, but is excluded from this modification: Bulletin #002 changes to RFP Part 2, Specification (01-33-00.05-20) and Construction Submittal Procedures: NAVFAC requests adding SD-11 Special Warranties for Government ("G") review in paragraph 1.4.3. The contractor was unable to demonstrate any time impact for this change, and the Government's own review of the critical path found that the contractor's schedule was not impacted with this work. Therefore, there is no time associated with this work.

PC# 000021 (PCO#166) - NAVFAC Bulletin 7 Window Shade Revisions (CRIT):

The Government (b) (6), Construction Manager) and Contractor (b) (6), Turner Construction Company) conducted negotiations on July 19, 2018 and mutually agreed to deduct (b) (4) for the deleted work associated with this PC. As a result of this negotiated PC the following Scope revisions applies: "Contractor to provide all labor, material, equipment and supervision necessary to perform all revisions to window treatments, as indicated in NAVFAC Bulletin #007, and as further clarified in Turner's window treatment spreadsheet dated 11/9/17. Both the Government and contractor agreed that there is no time associated with the change.

PC# 000046 (PCO#160) - Unforeseen Conditions at Demolished Switchgear (UNFO):

The Government (b) (6), Construction Manager) and Contractor (b) (6), Turner Construction Company) conducted negotiations on August 13, 2018 and mutually agreed to (b) (4) as a fair and reasonable value associated with this PC. As a result of this negotiated PC the following Scope revisions applies: "Contractor to provide all labor, material, equipment and supervision necessary to perform the removal of the unforeseen foundation under the existing electrical substation. This modification represents a lump sum settlement of all direct costs associated to this change; Design fees and mitigation efforts associated with the electrical duct bank redesign/relocation are specifically excluded from this modification." The contractor was unable to demonstrate any time impact for this change, and the Government's own review of the critical path found that the contractor's schedule was not impacted with this work. Therefore, there is no time associated with this work.

PC# 000047 (PCO# 113) - Unforeseen Duct Bank Along Holloway Road (UNFO):

The Government (b) (6), Construction Manager) and Contractor (b) (6), Turner Construction Company) conducted negotiations on July 25, 2018 and mutually agreed to (b) (4) as a fair and reasonable value for the work associated with this PC. Based on this proposed change the contract completion date remains unchanged. As a result of this negotiated PC the following Scope revisions applies: "Contractor to provide all labor, material, equipment and supervision necessary to perform the revised routing of storm line due of the unforeseen concrete obstruction found between MH #016 and Inlet #001 along Holloway Road during March 2017. This modification represents a lump sum settlement of all direct costs associated to this change. The contractor was unable to demonstrate any time impact for this change, and the Government's own review of the critical path found that the contractor's schedule was not impacted with this work. Therefore, there is no time associated with this work. The Government and Contractor attempted to negotiate the following proposed changes but were not successful. Based on the proposals provide by the Contractor, the independent Government Estimate, and Government's best attempt to negotiate the Government considers the values associated with each proposed change fair and reasonable. The Contractor did not provide the required time impact analysis to support time associated with the work; overall schedule; and critical path for these proposed changes. Therefore, the Government cannot consider any additional contract time with these proposed changes:

PC# 000004 (PCO#053) – Numerous UNFO Changes at Utility Platform (UNFO)

The Government (b) (6), Construction Manager) and Contractor (b) (6), Turner Construction Company) conducted negotiations on July 26, 2018. The Contractor and Government could not mutually agree on a negotiated amount therefore the Government incorporates this proposed change in the amount of (b) (4). The following Scope revisions applies “Contractor to provide all labor, material, equipment and supervision necessary to remove unforeseen conditions in the switchgear footing.” The contractor was unable to demonstrate any time impact for this change, and the Government’s own review of the critical path found that the contractor’s schedule was not impacted with this work. Therefore, there is no time associated with this work.

PC# 000048 (PCO# 243) - Existing Storm Drain Pipe Concrete Between MH 17 and MH 18 (UNFO)

The Government (b) (6), Construction Manager) and Contractor (b) (6), Turner Construction Company) conducted negotiations on July 24, 2018, but could not agree on a fair and reasonable price for the work associated with this PC. Therefore, the Government incorporates this proposed change in the amount of (b) (4). The following Scope revisions applies: “Contractor to provide all labor, material, equipment and supervision necessary to perform the removal of the unforeseen concrete found between MH 18 and MH 17 during October 2017. The contractor was unable to demonstrate any time impact for this change, and the Government’s own review of the critical path found that the contractor’s schedule was not impacted with this work. Therefore, there is no time associated with this work.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS**Accounting and Appropriation****Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000103:

AA: 1751205 2551 320 05205 0 068732 2A 6C0156 AA00C0095000 (CIN 00000000000000000000000000000000) was increased by (b) (4) from (b) (4) to (b) (4)
(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO A00015		3 EFFECTIVE DATE 20-Sep-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 52.243-4 CHANGES							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N40080-16-C-0156 P621 ACADEMIC BUILDING FOR THE CENTER OF CYBER STUDIES LOCATED AT THE U.S. NAVAL ACADEMY, ANNAPOLIS, MD REASON: DSGN PC# 52 - Progressive Collapse Model							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. (b) (6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 20-Sep-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:SUMMARY OF CHANGES

PC 52: Contractor to provide an independent model of Internal Progressive Collapse..(b) (4) ADD

As agreed to by both parties on July 17, 2018, the reason for this change is to fund one-half (or (b) (4)) of the cost required to create an independent model to assist in further discussions regarding Internal Progressive Collapse.

All other terms and conditions remain unchanged.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The unit of issue has changed from Each to Job.

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000103:

AA: 1751205 2551 320 05205 0 068732 2A 6C0156 AA00C0095000 (CIN 00000000000000000000000000000000) was increased by (b) (4) from (b) (4) to (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 4	
2 AMENDMENT/MODIFICATION NO A00016		3 EFFECTIVE DATE 20-Sep-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE		X			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR CLAUSE 52.249-10(b)(1) DEFAULT							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N4008016C0156 P621 ACADEMIC BUILDING FOR THE CENTER OF CYBER STUDIES LOCATED AT THE U.S. NAVAL ACADEMY, ANNAPOLIS, MD REASON CODE: TIME PC 57 NO COST TIME EXTENSION 1. The purpose of this modification is to extend the contract completion date by 214 calendar days. 2. As a result of this modification, the contract completion date is hereby extended from September 9, 2019 to April 10, 2020. 3. All other terms and conditions of this contract remain unchanged.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 20-Sep-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:**SUMMARY OF CHANGES TIME EXT**

1. The Government establishes the following Contractor delays:

a. Seventy-five (75) calendar days over a period from September 30, 2016 to December 14, 2016 due to delays in requiring necessary Maryland Department of the Environment (MDE) permits.

b. Forty-seven (47) calendar days over a period from December 14, 2016 to January 31, 2017 due to delays in the mobilization for test pile equipment.

c. Sixty-four (64) calendar days over a period from March 20, 2017 to May 23, 2017 due to delays in the test pile program.

d. Ninety-one (91) calendar days due to delays associated with pile obstructions over a period from July 5, 2017 to March 11, 2018.

2. The Government acknowledges the following Government delays:

a. PCO 024 Site Access Revisions. Forty-seven (47) calendar days over a period from September 30, 2016 to January 27, 2017.

b. PCO 043 and 18 Electrical Outages. Twenty-one (21) calendar days over a period from November 29, 2016 to July 3, 2017.

c. PCO 135 Storm Line. Twenty-two (22) calendar days over a period from December 1, 2016 to December 31, 2017.

d. PCO 073 Contaminated Soil. Twenty-one (21) calendar days over a period from February 14, 2017 to July 12, 2017.

e. PCO 160 Unforeseen Obstructions. Thirty-nine (39) calendar days over a period from July 18, 2017 to December 12, 2017.

f. PCO 273 Underground Transite Pipe. Twenty-four (24) calendar days over a period from December 12, 2017 to July 6, 2018.

g. PCO 169 Bulletin 8. Forty (40) calendar days over a period from September 22, 2017 to June 15, 2018.

h. PCO 013 Verticality Re-Design. Zero (0) calendar days over a period from September 12, 2016 to March 5, 2017. Delays in submitted time impact analysis (TIA) activities are intertwined with established Contractor delays and acknowledged Government delays.

i. PCO 182 Bulletins 1-18. Zero (0) calendar days over a period from July 21, 2017 to June 15, 2018. Delays in submitted TIA activities are concurrent with established Contractor delays and acknowledged Government delays.

3. This modification represents full consideration for all delays within the period from March 31, 2016 to September 20, 2018, inclusive of changes incorporated into or associated with the final design.

4. Due to concurrency of Contractor delays with Government delays, the Government establishes a no-cost time extension of 214 calendar days. The contract completion date is extended from September 9, 2019 to April 10, 2020.

SECTION 00010 - SOLICITATION CONTRACT FORM

DELIVERIES AND PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
08-SEP-2019	1	PUBLIC WORKS DEPARTMENT (b) (6) US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402 (b) (6) FOB: Destination	N40080

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
10-APR-2020	1	PUBLIC WORKS DEPARTMENT (b) (6) US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402 (b) (6) FOB: Destination	N40080

The following Delivery Schedule Item has been deleted from CLIN 0002:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
08-SEP-2019	1	PUBLIC WORKS DEPARTMENT (b) (6) US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402 (b) (6) FOB: Destination	N40080

The following Delivery Schedule item has been added to CLIN 0002:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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10-APR-2020	1	PUBLIC WORKS DEPARTMENT (b) (6) US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402 (b) (6) FOB: Destination	N40080
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The following Delivery Schedule Item has been deleted from CLIN 0003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
08-SEP-2019	1	NAVAL FACILITIES ENG COMMAND WASHINGTON (b) (6) 1314 HARWOOD ST SE, BLDG 212 WASHINGTON NAVY YARD DC 20374 (b) (6) FOB: Destination	N40080

The following Delivery Schedule item has been added to CLIN 0003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
10-APR-2020	1	PUBLIC WORKS DEPARTMENT (b) (6) US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402 (b) (6) FOB: Destination	N40080

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE:		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. A00017		3. EFFECTIVE DATE 25-Sep-2018		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7. ADMINISTERED BY (if other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 8 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				10B. DATED (SEE ITEM 13) X 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. CHANGES CLAUSE 52.243-4							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N40080-16-C-0156 F621 ACADEMIC BUILDING FOR CYBER SECURITY STUDIES, U.S. NAVAL ACADEMY, ANNAPOLIS, MD PC28 CREQ							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) BY: (Signature of Contracting Officer)		16C. DATE SIGNED 25-Sep-2018	

SECTION SF.30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

SUMMARY OF CHANGES

The purpose of this modification is to incorporate the following proposed change into the contract:

PC 28/KTR PCO 239 Contractor to provide all labor, material, equipment and supervision necessary to perform required revisions to Doors and Door Hardware in accordance with Bulletin #14.....(b) (4) ADD

This negotiated value represents a lump sum settlement of all direct costs associated with this change. The contractor was unable to demonstrate any time impact for this change, and the Government's own review of the critical path found that the contractor's schedule was not impacted with this work. Therefore, there is no time associated with this work.

All other terms and conditions remain the same.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4)

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4)

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4)

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4)

SUBCLIN 000106:

AC: 17X8733 6801 320 15070 068892 2D CG9336 00161715A17X (CIN N0016117RCG9336) was increased by (b) (4) from (b) (4) to (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO A00018		3 EFFECTIVE DATE 27-Sep-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR Clause 52-243-4, Changes Fix-Price Construction							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) Prepared by: (b) (6) N40080-16-C-0156, P621/Center for Cyber Security Academic Bldg, USNA, Annapolis PC# 00050 (PCO 196) - Delete Full Height Glazed Partition Window and add two (2) door frames. Reason Code: CREQ							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 27-Sep-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:SUMMARY OF CHANGES PC50

The purpose of this modification is to incorporate PC #00050 in the contract as described below:

PC# 00050 Delete approximately 207 SF of glazed partition along the length of the wall between rooms 059 and 064 and replacing it with drywall partitions as shown on drawing A-101B. This work also includes the Contractor providing and installing two additional door frames at (b) (4) .

As a result of the above change, the total contract price adjustment is a ((b) (4)) DEDUCT.

During negotiations the Government and Contractor were unable to agree if there was an impact to the critical path and that a time extension was necessary. It is the Government's position that additional time is not necessary for this work, and the contractor failed to adequately demonstrate the impact of time. Therefore, there is no additional time associated with the proposed changes.

This modification represents a lump sum settlement of all direct costs associated to this change. Based on the proposals provide by the Contractor, the independent Government Estimate, and Government's best attempt to negotiate, the Government considers the value of the above change, fair and reasonable.

All other terms and conditions remain unchanged.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was decreased by (b) (4) from (b) (4) to (b) (4) .

CLIN 0001

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4) .

The MILSTRIP has changed from N0002515AL01664 to N0016117RCG9336.

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4) .

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b) (4) from (b) (4) to (b) (4) .

SUBCLIN 000106:

AC: 17X8733 6801 320 15070 068892 2D CG9336 00161715A17X (CIN N0016117RCG9336) was decreased by (b) (4) from (b) (4) to (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO A00019	3 EFFECTIVE DATE 28-Sep-2018	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)		
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402	CODE N40080	7 ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156		
			10B. DATED (SEE ITEM 13) X 31-Mar-2016		
CODE 7N326		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. CHANGES CLAUSE 52.243-4				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N40080-16-C-0156, P621/Center for Cyber Security Academic Bldg, USNA, Annapolis PC51 CREQ					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b) (6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 28-Sep-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:SUMMARY OF CHANGES PC51 CABLES

The purpose of this modification is to incorporate PC #00051 in the contract as described below:

PC# 00051 Contractor to provide all labor, material, transportation, equipment and supervision to change the telephone cable from a 200 pair cable to a 300 pair cable installed from LAN room 134, through to room G150D Nimitz Hall. Install a 100 pair Protector Block in LAN room 134 and in Nimitz Hall. Delete the installation of the fiber cable between Hopper Hall LAN room 50 and the Rickover Hall Security Switch.....(b) (4) ADD

During negotiations the Government and Contractor were unable to agree if there was an impact to the critical path and that a time extension was necessary. It is the Government's position that additional time is not necessary for this work, and the contractor failed to adequately demonstrate the impact of time. Therefore, there is no additional time associated with the proposed changes.

This modification represents a lump sum settlement of all direct costs associated to this change. Based on the proposals provide by the Contractor, the independent Government Estimate, and Government's best attempt to negotiate, the Government considers the value of the above change, fair and reasonable.

All other terms and conditions remain unchanged.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4) .

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4) .

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4) .

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4) .

SUBCLIN 000106:

AC: 17X8733 6801 320 15070 068892 2D CG9336 00161715A17X (CIN N0016117RCG9336) was increased by (b) (4) from (b) (4) to (b) (4) .

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO A00020		3 EFFECTIVE DATE 07-Nov-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA N WRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR CLAUSE 52.243-4							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N40080-16-C-0156/P621 ACADEMIC BUILDING FOR CYBER SECURITY STUDIES AT THE US NAVAL ACADEMY, ANNAPOLIS, MD PC49/PCO#296 REASON: UNFO							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER			
				TEL: (b) (6)		EMAIL: (b) (6)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. (b) (6)		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)		07-Nov-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:SUMMARY OF CHANGES PC49

PC #49: Relocate the fire hydrant from the seaward side of McNair Road to the landward side of McNair Road

The Government and contractor attempted to negotiate this proposed change #49/PCO 296 on July 23, 2018. However, a mutual agreement could not be reached for all aspects of the proposed change, therefore, the Government is executing the following definitized unilateral contract action:

The following cost elements were agreed to during negotiations:

- a. Labor
- b. Material

Based on the proposal provided by the contractor, the independent Government Estimate, and Government's best attempt to negotiate, the Government considers (b) (4) a fair and reasonable value for the work associated with the change.

Contract completion date remains unchanged.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000103:

AA: 1751205 2551 320 05205 0 068732 2A 6C0156 AA00C0095000 (CIN 00000000000000000000000000000000) was increased by (b) (4) from (b) (4) to (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO A00021		3 EFFECTIVE DATE 21-Nov-2018		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N40080-16-C-0156 P621 ACADEMIC BUILDING FOR CYBER SECURITY STUDIES, U.S. NAVAL, ANNAPOLIS, MD REASON: ADMN							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER			
				TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. (b) (6)		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		21-Nov-2018	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:SUMMARY OF CHANGES ADMIN

The purpose of this modification is to correct errors made under Modifications A00014, A00015 and A00019 as follows:

- (1) Modification A00014/ LOA's are corrected as follows:

PC 62 - SLIN 0104 (b) (4) CREDIT

PC 64 - SLIN 0103 (b) (4) ADD

This change has no effect on contract price.

- (2) Modification A00015 total amount is corrected to read (b) (4) in lieu of (b) (4) :

PC 61 - SLIN 0103 (b) (4) ADD

Contract price increases by (b) (4)

- (3) Modification A00019 description is corrected to read:

" PC# 00051 Contractor to provide all labor, material, transportation, equipment and supervision to change the telephone cable from a 200 pair cable to a 300 pair cable installed from LAN room 134, through to room G150D Nimitz Hall. Delete the installation of the fiber cable between Hopper Hall LAN room 50 and the Rickover Hall Security Switch. The scope and drawings from Turner letter GEL #100 dated August 20, 2018 was confirmed by NAVFAC and shall be provided for the PCO #187 change."

(Deleted the requirement to "Install a 100 pair Protector Block in LAN room 134 and in Nimitz Hall" erroneously included in Modification A00019)

This change has no effect on contract price.

Contract completion date remains unchanged.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4) .

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4) .

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4) .

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from (b) (4) to (b) (4) .

SUBCLIN 000103:

AA: 1751205 2551 320 05205 0 068732 2A 6C0156 AA00C0095000 (CIN 00000000000000000000000000000000) was increased by (b) (4) from (b) (4) to (b) (4)

SUBCLIN 000104:

AB: 17X8733 6801 320 15070 068892 2D CG9337 00161615A17X (CIN 00000000000000000000000000000000) was decreased by (b) (4) from (b) (4) to (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. A00022		3. EFFECTIVE DATE 20-Dec-2018		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 161 WAINWRIGHT RD ANNAPOLIS MD 21402		CODE: N40080		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 8 NEW YORK NY 10014-7452				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-4 Changes							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N4008016C0156 P621 Academic Building for Cyber Security Studies Building, USNA, Annapolis, MD A00022 PC00053 (PCO 036) Delete Canopy at Rickover Building and Foundation associated with canopy							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) CONTRACTING OFFICER			
				TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6)		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		09-Jan-2019	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
3. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE 20-Dec-2018		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402		CODE N40080	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST NEW YORK NY 10014-3658 CODE 7N326 FACILITY CODE			9A. AMENDMENT OF SOLICITATION NO.			
			9B. DATED (SEE ITEM 11)			
			X 10A. MOD. OF CONTRACT/ORDER NO. N40080-18-C-0156			
			X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS.						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-4 Changes						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N4008016C0156 P621 Academic Building for Cyber Security Studies Building, USNA, Annapolis, MD A00022 P000053 (PCO 036) Delete Canopy at Rickover Building and Foundation associated with canopy						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
(b) (6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6)		(b) (6)		EMAIL (b) (6)
(b) (6)		16B. UNITED STATES OF AMERICA (b) (6)		16C. DATE SIGNED		
EROR Authorized to sign)		15C. DATE SIGNED 1/9/19				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PC 53 CANOPY CREDIT

PC# 00053 (PCO 036) Delete Canopy at Rickover Building and Foundation associated with canopy

Reason: CREQ

The purpose of this modification is to incorporate PC#00053 Delete Canopy at Rickover Building and Foundation associated with canopy in the contract.

The Government and Contractor negotiated this proposed change #53/PCO 036 on October 15, 2018. The following elements were agreed to during negotiations:

- a. Labor
- b. Materials
- c. Profit

As a result of the above change, total contract price adjustment is (b) (4) DEDUCT.

Contract Completion Date remains unchanged.

Contractor's Release Statement

Acceptance of this modification by the Contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work as herein revised.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was decreased by (b) (4) from (b) (4) to (b) (4)
The contractor organization has changed from
TURNER CONSTRUCTION COMPANY
375 HUDSON ST
NEW YORK NY 10014-3658
to
TURNER CONSTRUCTION COMPANY
375 HUDSON ST FL 6
NEW YORK NY 10014-7462

CLIN 0001

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4)
The MILSTRIP has changed from N0016117RCG9336 to N0016116RCG9337.
The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4)

SUBCLIN 000104

The CLIN extended description has changed from:

Funding Doc. No.: N0016116RCG9337 CUSTOMER ACRN AA

To:

Funding Doc. No. N0016116RCG9337 Customer ACRN:

DELIVERIES AND PERFORMANCE

The following Delivery Schedule Item has been deleted from CLIN 0001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS:	DODAAC / CAGE
10-APR-2020	1	PUBLIC WORKS DEPARTMENT (b) (6) US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402 (b) (6) FOB: Destination	N40080

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
09-SEP-2019	1	PUBLIC WORKS DEPARTMENT (b) (6) US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402 (b) (6) FOB: Destination	N40080

The following Delivery Schedule item has been added to CLIN 0001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
10-APR-2020	1	PUBLIC WORKS DEPARTMENT (b) (6) US NAVAL ACADEMY/FEAD 181 WAINWRIGHT RD ANNAPOLIS MD 21402 (b) (6) FOB: Destination	N40080

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 000104:

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO A00023		3 EFFECTIVE DATE 28-Jan-2019		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) 52.243-4 Changes							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N4008016C0156 P621 Academic Building for Cyber Security Studies Building, USNA A00023 PC 20 (PCO 156) - NAVFAC Bulletin 4 IT/Voice Data Credits							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACT NG OFFICER			
				TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. (b) (6) BY _____		16C. DATE SIGNED 28-Jan-2019	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

REVISED SUMMARY OF CHANGES

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PC 20 PCO 156 - BULLETIN 4

PC Bulletin 4 IT/Voice Data Credits

REASON CODE: CREQ

The purpose of this modification is to incorporate PC 20 (PCO 156) - NAVFAC Bulletin 4 IT/Voice Data Credits in the contract. The Government and Contractor negotiated this proposed change on October 18, 2018. A credit of (- (b) (4)) was agreed by both parties. However, the Government and Contractor did not agree on time associated with this proposed change.

As a result of the above change, total contract price adjustment is DEDUCT (b) (4).

Contract Completion Date remains unchanged.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was decreased by (b) (4) from (b) (4) to (b) (4).

CLIN 0001

The unit price amount has decreased by (b) (4) from (b) (4) to (b) (4).

The total cost of this line item has decreased by (b) (4) from (b) (4) to (b) (4).

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b) (4) from (b) (4) to (b) (4).

SUBCLIN 000104:

AB: 17X8733 6801 320 15070 068892 2D CG9337 00161615A17X (CIN 00000000000000000000000000000000) was decreased by (b) (4) from (b) (4) to (b) (4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE		PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO A00024		3 EFFECTIVE DATE 07-Feb-2019		4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY PUBLIC WORKS DEPARTMENT US NAVAL ACADEMY/FEAD 181 WA NWRIGHT RD ANNAPOLIS MD 21402		CODE N40080		7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) TURNER CONSTRUCTION COMPANY 375 HUDSON ST FL 6 NEW YORK NY 10014-7462				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N40080-16-C-0156			
				X 10B. DATED (SEE ITEM 13) 31-Mar-2016			
CODE 7N326		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
X A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. 52.243-4 Changes							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b) (6) N4008016C0156 P621 Academic Building for Cyber Security Studies Building, USNA, Annapolis, MD A00024 PC30 (PCO 274, COR 036) Bulletin 16 PC67 (PCO 381, COR 061) Add three additional telescope rings see page 2 for details							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6) BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 07-Feb-2019	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

PC 30 AND PC 67

PC 30 (PCO 274, COR 036) Bulletin 16

REASON CODE: CREQ

The purpose of this modification is to incorporate all changes as negotiated and agreed to on January 3, 2019 and reflected in Bulletin 16.

Mutual agreement was made on all cost elements. A mutual agreement was not made on time impacts associated with this change.

PC 30 TOTAL: (b) (4)

PC67 (PCO 381, COR 061) Add three additional telescope rings.

REASON CODE: DESIGN

The purpose of this modification is to incorporate all changes as negotiated and agreed to on December 12, 2018 and as reflected in this proposed change.

PC 67 TO (b) (4)
TOTAL MODIFICAT (b) (4)

The contract completion date remains the same.

The Government's position remains that additional time is not necessary for both proposed changes.

SECTION 00010 - SOLICITATION CONTRACT FORM

The total cost of this contract was increased by (b) (4) from (b) (4) to (b) (4).

CLIN 0001

The unit price amount has increased by (b) (4) from (b) (4) to (b) (4)

The MILSTRIP has changed from N0016116RCG9337 to N0016117RCG9336.

The total cost of this line item has increased by (b) (4) from (b) (4) to (b) (4).

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b) (4) from

(b) (4) to (b) (4).

SUBCLIN 000103:

AA: 1751205 2551 320 05205 0 068732 2A 6C0156 AA00C0095000 (CIN
00000000000000000000000000000000) was increased by (b) (4) from (b) (4) to (b) (4)

SUBCLIN 000106:

AC: 17X8733 6801 320 15070 068892 2D CG9336 00161715A17X (CIN N0016117RCG9336) was
increased by (b) (4) from (b) (4) to (b) (4)

(End of Summary of Changes)